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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

Adobe Systems Incorporated,

Plaintiff,

v.

Corey C. Ressler, Paul A. Ressler and Does 2 –  
10, inclusive,

Defendants.

) Case No. CV08-698 MMC

) NOTICE AND MOTION FOR ENTRY OF  
) DEFAULT JUDGMENT;  
) DECLARATIONS AND EXHIBITS IN  
) SUPPORT

) Court: Hon. Maxine M. Chesney

) Date: August 8, 2008

) Time: 9:00 a.m.

TO THE COURT AND TO DEFENDANTS:

PLEASE TAKE NOTICE that on August 8, 2008, at 9:00 a.m., or as soon thereafter as the matter may be heard in the Courtroom of the Hon. Maxine M. Chesney, United States District Judge, located at Courtroom 7, 19<sup>th</sup> Floor of the United States District Courthouse, 450 Golden Gate Ave., San Francisco, California 94102, Plaintiff Adobe Systems Incorporated (“Adobe” or “Plaintiff”) will, and hereby does, move the Court for entry of default judgment against Defendants Corey C. Ressler and Paul A. Ressler (collectively “Defendants”) for statutory damages in the sum total of Two Hundred Fifty Thousand Dollars (\$250,000.00) and post-judgment interest calculated pursuant to 28 U.S.C. § 1961(a). Plaintiff also seeks entry of a permanent injunction prohibiting Defendants from further infringement of Plaintiff’s copyrights and trademarks.

By this Notice of Motion and Motion for Default Judgment, the Memorandum of Points and Authorities attached thereto, and the Declarations of Christopher D. Johnson, Chris Stickle, and Annie S. Wang, and exhibits attached thereto, Plaintiff requests that a default judgment be entered based on the following points:

- 1 1. Defendants are not infants or incompetent persons or in the military service or otherwise
- 2 exempted under the Soldier's and Sailor's Civil Relief Act of 1940;
- 3 2. Defendants have not appeared in the action;
- 4 3. This Notice and Motion for Default Judgment, along with all supporting papers is being
- 5 served on Defendants on July 1, 2008, by placing true and correct copies thereof in sealed
- 6 envelopes addressed to Defendants at the same address where service of process was
- 7 completed.
- 8 4. Plaintiff elects statutory damages under the Lanham Act.
- 9 5. Plaintiff is entitled to judgment against Defendants based on violation of 15 U.S.C. §§ 1051
- 10 *et seq.*
- 11 6. The principal amount of the judgment sought as against Defendants is statutory damages in
- 12 the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), as set forth in the
- 13 accompanying Memorandum of Points and Authorities, supporting declarations and
- 14 exhibits, and as authorized by 15 U.S.C. §§ 1116-1117. Plaintiff also seeks post-judgment
- 15 interest calculated at the statutory rate pursuant to 28 U.S.C. § 1961(a), and entry of a
- 16 permanent injunction prohibiting Defendants from further infringing any of Plaintiff's
- 17 trademarks or copyrights.
- 18 7. This motion is based on this Notice of Motion, Motion for Entry of Default Judgment and
- 19 accompanying Memorandum of Points and Authorities, the Declarations, and exhibits
- 20 attached thereto, the exhibits and evidence to be presented at the hearing hereon, the
- 21 pleadings, records and papers on file herein and such other matters and evidence as may be
- 22 presented at or before the hearing.

23 DATED: July 1, 2008

J. Andrew Coombs, A Professional Corp.

24 By: /s/ Annie S. Wang  
25 J. Andrew Coombs  
26 Annie S. Wang  
27 Attorneys for Plaintiff Adobe Systems Incorporated  
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## **INTRODUCTION AND STATEMENT OF FACTS**

Defendants Corey C. Ressler and Paul A. Ressler (collectively “Defendants”) are involved in the manufacture, import, distribution and sale of illegitimate goods, including, but not limited to, computer software, infringing the copyrights and trademarks of Plaintiff Adobe Systems Incorporated (“Adobe” or “Plaintiff”). In flagrant disregard for the procedures of this Court, Defendants have failed to appear in response to valid and effective service of process upon them.

Defendants’ default has deprived Plaintiff of the ability to prove up a specific amount of actual damages. Accordingly, Plaintiff relies on the statutory damages provisions contained in the Lanham Act for trademark counterfeiting. Although Defendants’ conduct is such as to warrant imposition of damages for willful counterfeiting (of up to \$1,000,000 per trademark counterfeited), Plaintiff limits its request to \$50,000.00 for each of just five trademarks which it has attached additional evidence of infringement, Declaration of Christopher D. Johnson (“Johnson Decl.”) at ¶¶ 3-9; Declaration of Chris Stickle (“Stickle Decl.”) at ¶ 4.

Now, Plaintiff seeks judgment, including an award of statutory damages in the amount of \$250,000.00 pursuant to Section 1117(c) of the Lanham Act, post-judgment interest, and entry of a permanent injunction prohibiting Defendants and their representatives from further infringement of Plaintiff’s copyrights and trademarks.

### **A. Plaintiff Adobe Systems Incorporated**

Adobe is a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business in San Jose, California.<sup>1</sup> First Amended Complaint (“Compl.”) at ¶ 7. Adobe is a global leader in developing and distributing innovative computer software. *Id.* at ¶ 2. Its products and services offer developers and enterprises tools for creating, managing, delivering and engaging with compelling content across multiple operating systems, devices and media. *Id.* The software industry is competitive, and Adobe undertakes great expense and risk in conceiving, developing, testing, manufacturing, marketing, and delivering its software products to consumers. *Id.* Software piracy, including piracy on eBay, undermines Adobe’s investment and creativity, and misleads and confuses consumers. *Id.*

The Adobe Software is copyrightable subject matter, and Adobe owns exclusive rights under the Copyright Act to reproduce and distribute to the public copies of the Adobe Software in

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<sup>1</sup> As a result of Defendants’ default, the allegations of the First Amended Complaint are deemed admitted. *TeleVideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9<sup>th</sup> Cir. 1987) (factual allegations of the Complaint, except those relating to the amount of damages are taken as true). *See also* the supporting declarations of Christopher D. Johnson and Chris Stickle.

the United States including but not limited to such titles as Adobe *Acrobat*, *Creative Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. Id. at ¶ 8. A non-exhaustive list of Adobe's copyright registrations is attached to the First Amended Complaint as Exhibit A ("Adobe's Copyrights").

Products manufactured and sold by Adobe also bear Adobe's trademarks, including without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH, ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Compl. at ¶ 9. Adobe uses Adobe's Trademarks on computer software as indicia of Adobe's high quality products. Id. Each year Adobe expends significant resources to develop and maintain the considerable goodwill it enjoys in Adobe's Trademarks and in its reputation for high quality. Id.

All products described in the Complaint are sold with one or more of the Adobe Trademarks which are all valid, extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. Id. Adobe is the successor-in-interest to and exclusive owner in the United States of all copyrights, trademarks, trade dress and other proprietary in and to Adobe's Software including the following:

Trademark	Registration Number	Date of Registration
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996
ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988
ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

Adobe's Trademarks are incontestable as Adobe, or its predecessors in interest, has continuously used each of Adobe's Trademarks from the registration date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint. *Id.* at ¶ 10. As a result of advertising and sales, together with longstanding consumer acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial distribution of these products. *Id.* at ¶ 11. Adobe's Trademarks have each acquired secondary meaning in the minds of consumers throughout the United States and the world. *Id.* at ¶ 11. The Adobe's Copyrights and Adobe's Trademarks are collectively referred to herein as the "Adobe Properties".

**B. Defendants' Infringing Activities**

Defendants Corey C. Ressler and Paul A. Ressler are individuals residing in Hamilton, New Jersey. Compl. at ¶ 12. Defendants sold counterfeit copies of Adobe Software ("Unauthorized Software Product"). *Id.* at ¶ 17; Stickle Decl. at ¶ 4. Defendants through their online identities, do business in California through sales and distribution of the Unauthorized Software Product in the State of California. Compl. at ¶¶ 12-13.

Adobe has not licensed Defendants to distribute its software, period. *Id.* at ¶ 16. Instead, Defendants use images confusingly similar or identical to Adobe's Trademarks, to confuse consumers and aid in the promotion of their unauthorized products. *Id.* at ¶ 17. Defendants' use of Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or offering to sell unauthorized copies of the Adobe Software. *Id.* Defendants' use began long after Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained its copyright and trademark registrations. *Id.* Neither Adobe nor any of its authorized agents have consented to Defendants' use of the Adobe Trademarks. *Id.*

Defendants' actions have confused and deceived the consuming public concerning the source and sponsorship of the unauthorized copies of the Adobe Software offered, sold and distributed by Defendants. Compl. at ¶ 19. By their wrongful conduct, Defendants have traded upon and diminished Adobe's goodwill. *Id.* Unless enjoined by this Court, Defendants will continue such unauthorized uses. *Id.* at ¶¶ 23, 29.

**C. This Action**

Plaintiff filed its First Amended Complaint on or about May 7, 2008. Plaintiff's Complaint alleges violation of 17 U.S.C. § 101, *et seq.* (copyright infringement) and violation of 15 U.S.C. § 1051, *et seq.* (trademark infringement).

Defendant Corey C. Ressler was served with Summons and Complaint on or about February 12, 2008 and later defaulted. Declaration of Annie S. Wang (“Wang Decl.”) at ¶ 2. The Clerk entered Defendant Corey C. Ressler’s default on March 31, 2008. Id. at ¶ 5. The First Amended Complaint did not change the substantive claims against the Defendants, but a copy of the First Amended Complaint was sent to Defendant Corey C. Ressler on or about June 3, 2008. Id. at ¶ 2. Defendant Paul A. Ressler was served with the Summons and First Amended Complaint on or about March 16, 2008. Id. The Clerk entered Defendant Paul A. Ressler’s default on June 13, 2008. Id. at ¶ 5. Despite Plaintiff’s follow up efforts, Defendants have not filed a responsive pleading or otherwise appeared in this action. Id. at ¶¶ 3-4.

### **ARGUMENT**

#### **A. Default Judgment Is Properly Entered Against Defendants**

In Eitel v. McCool, 782 F.2d 1470 (9th Cir. 1986), the Ninth Circuit outlined the following factors to determine whether to grant default judgment:

- (1) the substantive merits of plaintiff’s complaint;
- (2) the complaint's sufficiency;
- (3) the amount of money at stake;
- (4) the possibility of prejudice to plaintiff if relief is denied;
- (5) the possibility of dispute as to any material facts;
- (6) whether default resulted from excusable neglect; and
- (7) the policy of the Federal Rules favoring decisions on the merits.

Id. at 1470-72.

Plaintiff meets each element.

#### **1. Plaintiff’s Complaint Sufficiently Charges Defendant with Trademark Counterfeiting**

The first two Eitel factors, involving the substantive merits of the claim and the sufficiency of the complaint, require that Plaintiff’s allegations “state a claim upon which [it] may recover.” Kloepping v. Fireman’s Fund, 1996 U.S. Dist. LEXIS 1786 at \*5 (N.D. Cal. 1996), *citing* Danning v. Lavine, 572 F.2d 1386, 1388 (9th Cir. 1978). Upon a defendant's default, the factual allegations

1 of the complaint, other than those relating to the amount of damages sustained, are deemed  
 2 admitted. Fed. R. Civ. P. 8(b)(6); Geddes v. United Financial Group, 559 F.2d 557, 560 (9th Cir.  
 3 1977); Nishimatsu Construction Co., Ltd. v. Houston Nat'l Bank, 515 F.2d 1200, 1206 (5th Cir.  
 4 1975).

5 The complaint sufficiently pleads Plaintiff's claim for trademark counterfeiting pursuant to  
 6 15 U.S.C. §§ 1051, *et seq.* Plaintiff owns registered trademarks and the Defendants distributed  
 7 software bearing identical copies of its trademarks, all without Plaintiff's authorization. Compl. at  
 8 ¶¶ 25-30; Johnson Decl. at ¶¶ 3-9, Ex.s A-F; Stickle Decl. at ¶ 4. Defendants did so intentionally  
 9 and their product was likely to cause confusion or mistake to the public regarding the affiliation,  
 10 sponsorship, endorsement or approval of the unauthorized product. Compl. at ¶¶ 26-27. These  
 11 allegations state claims for trademark counterfeiting upon which Plaintiff may recover.

12 To succeed on a claim under the Lanham Act, a plaintiff must establish that its mark is  
 13 valid and has been infringed. 15 U.S.C. § 1114. Registration of a mark on the principal register is  
 14 "prima facie evidence... of the registrant's ownership of the mark, and of the registrant's exclusive  
 15 right to use the registered mark in commerce..." 15 U.S.C. § 1115(a); Vigil v. Walt Disney Co.,  
 16 1995 U.S. Dist. LEXIS 15560, at \*5 (N.D. Cal. Oct. 16, 1995); Levi Strauss & Co. v. Blue Bell,  
 17 Inc., 778 F.2d 1352, 1354 (9<sup>th</sup> Cir. 1985) (registration by the trademark holder constitutes *prima*  
 18 *facie* evidence of a protected interest with respect to the good specified in the registration).  
 19 Relevant registrations and their present validity and effectiveness are alleged in the Complaint and  
 20 herein. Compl. at ¶¶ 9-11; Stickle Decl. at ¶ 3, Ex. G; Wang Decl. at ¶ 8.

21 The test for infringement of a federally registered trademark under the Trademark Act of  
 22 1946 ("Lanham Act") is whether the alleged infringing act creates a likelihood of confusion. Two  
 23 Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. 763, 769 (1992); Academy of Motion Picture Arts &  
 24 Sciences v. Creative House Promotions, Inc., 944 F.2d 1446, 1454-55 (9th Cir. 1991). In  
 25 determining likelihood of confusion, the Ninth Circuit has adopted the Sleekcraft test, balancing  
 26 the following factors: (1) strength of the mark; (2) proximity of the goods; (3) similarity of the  
 27 marks; (4) evidence of actual confusion; (5) marketing channels used; (6) type of goods and degree  
 28

of care consumers are likely to exercise in purchasing them; (7) intent of the defendant in selecting the mark; and (8) likelihood that the parties will expand their product lines. AMF, Inc. v. Sleekcraft Boats, 599 F.2d 341, 348-54 (9<sup>th</sup> Cir. 1979). In addition, when the alleged infringer knowingly adopts a mark similar to another's, some courts presume that the public will be deceived. M2 Software, Inc. v. Madacy Entm't, 421 F.3d 1073, 1085 (9<sup>th</sup> Cir. 2005). These factors all demonstrate Defendants' infringement of Plaintiff's trademarks:

1. Strength of the Trademark: Plaintiff's trademarks are exceptionally strong as they identify Plaintiff's high quality products such that they have acquired secondary and distinctive meaning in the minds of consumers throughout the world as a direct result of Plaintiff's longstanding use, sales, advertising and marketing. Compl. at ¶¶ 9-11.

2. Proximity of goods: The likelihood of confusion is heightened where as here, the goods at issue are "related or complementary." M2 Software, Inc., 421 F.3d at 1082. Plaintiff has alleged that it lawfully advertises and sells products, including computer software and related merchandise, and that Defendants have, with actual and constructive notice of Plaintiff's federal registration rights, and long after Plaintiff established its rights in the Plaintiff Trademarks, adopted and used the Plaintiff Trademarks in conjunction with the manufacture, purchase, distribution, offer of sale and sale of computer software in the State of California and in interstate commerce. Compl. at ¶¶ 1-30. Defendants' products include computer software – a class of goods for which Plaintiff has numerous trademark registrations.

3. Similarity of the Marks: Defendants have sought to capitalize on Plaintiff's strong marks by copying them with no variation from their authorized versions with the intent to palm off such goods as those of Plaintiff. Defendants have caused to be imported, distributed, offered for sale and sold computer software bearing one or more of Adobe's Trademarks without authorization. Compl. at ¶¶ 16, 26.

4. Evidence of Actual Confusion: Purchases made by third-parties of Defendants' unauthorized, counterfeit product evidences actual confusion as to their source and origin. Johnson Decl. at ¶¶ 3-9.

1           5.       Marketing Channels Used: Defendants used the Internet to sell their infringing  
 2 goods as “hahe51” and “rockdreams.” Compl. at ¶¶ 12-13. Plaintiff uses the Internet as a channel  
 3 through which to market legitimate product – through company owned sites such as adobe.com  
 4 and third party retailers, a matter of which the Court can, if necessary, take judicial notice.  
 5 Plaintiff also has an online commercial presence, resulting in significant overlap in advertising  
 6 markets, which increases the likelihood of confusion. M2 Software, Inc., 421 F.3d at 1083.

7           6.       Type of Goods and Care Likely to be Exercised by the Purchaser: Defendants have  
 8 duplicated Plaintiff’s products so that consumers, especially those shopping online, cannot  
 9 differentiate between illegal and legitimate products at the point of purchase and tend to believe  
 10 that Defendants’ computer software and related merchandise are authorized, sponsored, approved  
 11 or associated with Plaintiff. Compl. at ¶ 26. Modern consumers, who are aware of the sensitivity  
 12 of quality computer software look to Plaintiff’s marks for assurance of Plaintiff’s developed and  
 13 maintained goodwill and reputation for high quality products. Id. at ¶ 9.

14           7.       Defendants’ Intent in Selecting the Mark: Defendants’ intention to confuse the  
 15 public is self-evident. When a person knowingly adopts a mark identical to another’s mark, the  
 16 Court may infer that person’s intent to confuse. M2 Software, 421 F.3d at 1085 (willful use  
 17 creates a presumption of public deception).

18           8.       Likelihood of Expansion of Product Lines: Plaintiff is already using its trademarks  
 19 in the class of goods and services exploited by Defendants. Furthermore, Defendants’ intention to  
 20 expand its product line is irrelevant as Defendants are operating an illegitimate business practice  
 21 whose existing product line consists of counterfeit goods.

22           Thus, Plaintiff is a valid trademark holder and has sufficiently alleged in its pleadings a  
 23 likelihood of confusion under the Sleekcraft factors for its trademark infringement claim.

## 24           2.       **All of the Other Eitel Factors Have Been Met**

25           a.       Amount at Stake: Under the third Eitel factor, the Court must consider the amount  
 26 of money at stake. Eitel, 782 F.2d at 1471-72. In the Complaint, Plaintiff prays for injunctive  
 27 relief, statutory damages of up to One Million Dollars (\$1,000,000) for each trademark infringed  
 28



1 upon by the Defendants if Defendants' acts are found to be willful, and attorneys' fees. Compl.  
 2 pp.6-8; Prayer. By this motion, Plaintiff seeks permanent injunctive relief, \$250,000.00 in  
 3 statutory damages as provided for in 15 U.S.C. § 1117 (c), and post-judgment interest.

4 b. Possibility of Prejudice: The fourth Eitel factor considers whether Plaintiff will  
 5 suffer prejudice if default judgment is not entered. Eitel, 782 F.2d at 1471-72. In light of the fact  
 6 that Defendants declined to appear in response to proper service and their defaults were entered  
 7 thereby admitting the averments of the First Amended Complaint, Plaintiff will likely suffer  
 8 prejudice if default judgment is not entered because Plaintiff will be without further options of  
 9 recourse against Defendants.

10 c. Possibility of Dispute: The fifth Eitel factor requires the Court to consider the  
 11 possibility of dispute as to any material facts in the case. Again, upon entry of default, all well-  
 12 pleaded facts in the complaint are taken as true except those relating to damages. See TeleVideo  
 13 Systems, Inc. v. Heidenthal, 826 F.2d 915, 917-18 (9th Cir. 1987); Fed. R. Civ. P. 8(b)(6). Here,  
 14 Plaintiff filed a well-pled Complaint alleging the facts necessary to establish all of its claims. As  
 15 Plaintiff's factual allegations are presumed true, no genuine dispute exists as to any material facts.

16 d. Possibility of Excusable Neglect: Under the sixth Eitel factor, the Court considers  
 17 the possibility that Defendants' defaults resulted from excusable neglect. Due process requires  
 18 that interested parties be given notice of the pendency of the action and be afforded an opportunity  
 19 to present its objections before a final judgment is rendered. Mullane v. Central Hanover Trust  
 20 Co., 339 U.S. 306, 314 (1950). Defendants were served the Summons and First Amended  
 21 Complaint but defaulted. Wang Decl. at ¶¶ 2, 5. Defendants had ample time to try to resolve this  
 22 matter, but elected not to appear. Id. at ¶¶ 3-4. Defendants' voluntary decision to allow default to  
 23 be entered contradicts any argument for excusable neglect.

24 The facts of this case are dissimilar from those in Eitel, in which the defendant's failure to  
 25 answer constituted excusable neglect because the defendant believed the litigation was over, due to  
 26 a final settlement agreement that subsequently dissolved. The defendant in Eitel, soon thereafter,  
 27 filed an answer and counterclaim, even though it was beyond the 20-day period. Eitel, 782 F.2d at  
 28

1472. The Defendants in the present case have failed to act despite all opportunity to do so, with full knowledge that a lawsuit was filed against them and that it was their responsibility to respond.

e. Policy for Deciding on the Merits: The seventh Eitel factor takes into account the preference of the Federal Rules for deciding cases on the merits. Eitel, 728 F.2d at 1472. However, “this preference, standing alone, is not dispositive.” Kloepping v. Fireman’s Fund, supra, 1996 U.S. Dist. LEXIS 1786 at \*10. “While the Federal Rules favor decisions on the merits, they also allow for the termination of cases before the court can reach the merits....[t]hus, the preference to decide cases on the merits does not preclude a court from granting “default judgment.” Id. Under Fed. R. Civ. P. 55 (a), default judgments are allowed. Here, Defendants failed to answer Plaintiff’s Complaint and Amended Complaint or to otherwise appear in the action. Allowing Defendants, who failed to defend this action, to proceed to trial would greatly prejudice Plaintiff. Judgment against Defendants is proper at this time.

**B. Plaintiff Has Met The Procedural Requirements for Entry of a Default Judgment**

Fed. R. Civ. P. 55(b) provides for a court-ordered default judgment following entry of default by the court clerk under Rule 55(a). Kloepping v. Fireman’s Fund, supra, 1996 U.S. Dist. LEXIS 1786 at \*3-4. Applications for default judgment generally require the moving party state: (1) when and against which party default was entered; (2) the identification of the pleading to which default was entered; (3) whether the defaulting party is an infant or incompetent person, and if so, whether that person is adequately represented; (4) that the Soldiers’ and Sailors’ Civil Relief Act of 1940 does not apply; and (5) that notice of the application has been served on the defaulting party, if required. All of these requirements have been met, as set forth in Plaintiff’s Notice of Motion for Default Judgment.

Plaintiff has complied with Fed. R. Civ. P. 54(c) and 55(a). In the pending action, Plaintiff served Defendants on or about February 12, 2008 and May 16, 2008, and the Clerk entered Defendants’ defaults on or about March 31, 2008 and June 13, 2008. Further, Defendants are not minors, incompetent persons, in the military, or otherwise exempt under the Soldiers’ and Sailors’

Civil Relief Act of 1940. Plaintiff does not request relief that differs from or exceeds that prayed for in the Complaint.

**C. Plaintiff Is Entitled to a Permanent Injunction**

Plaintiff has alleged in its First Amended Complaint, and has presented specific evidence, that Defendants have infringed its copyrights and trademarks by, *inter alia*, willfully and knowingly manufacturing, distributing, offering for sale and/or selling unauthorized product featuring the the Adobe Properties. The First Amended Complaint further alleges that unless enjoined, said infringements will continue with irreparable harm and damage to Plaintiff. Compl. at ¶¶ 23, 29.

**D. Plaintiff Is Entitled to Statutory Damages of \$250,000.00 Based on Defendants' Willful Infringement of Its Trademarks**

Section 1117 of the Lanham Act allows a plaintiff to elect either statutory damages or actual damages for trademark infringement. 15 U.S.C. § 1117. Plaintiff elects statutory damages. Since Defendants acted willfully, Plaintiff is entitled to increased statutory damages awards of up to One Million Dollars per counterfeit mark per type of goods or services sold, offered for sale, or distributed. 17 U.S.C. § 1117(c)(2). Thus, Plaintiff is seeking a reasonable award under the Lanham Act of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the willful infringement of its trademarks by Defendants.

**1. Defendants' Conduct Was Willful**

Defendants have elected not to defend this case and dispute any of Plaintiff's allegations in the First Amended Complaint. Thus, in light of Defendants' default, their willfulness as pled in the First Amended Complaint is admitted.

Willful infringement carries a connotation of deliberate intent to deceive. Courts generally apply forceful labels such as "deliberate," "false," "misleading," or "fraudulent" to conduct that meets this standard. Lindy Pen Co. v. Bic Pen Co., 982 F.2d 1400, 1406 (9<sup>th</sup> Cir. 1993). Here, Plaintiff has alleged in its First Amended Complaint, Defendants' willfulness. Compl. at ¶¶ 1, 4, 21, 27.

**2. Defendants Willfully Infringed Upon Adobe's Trademarks**

Adobe's ownership of Adobe's Trademarks cannot be disputed. *Id.* at ¶¶ 9-11; Stickle Decl. at ¶ 3, Ex. G; Wang Decl. at ¶ 8. In any event, Adobe's ownership of these trademarks is uncontested as a result of Defendants' defaults. Adobe's Trademarks were duplicated in the Defendants' counterfeit merchandise. Compl. at ¶ 17; Johnson Decl. at ¶¶ 3-9. This evidence indicates Defendants' infringement of Adobe's Trademarks by systematically selling unauthorized product incorporating Adobe's Trademarks. Further, Plaintiff is seeking to recover from only a partial trademark list from that alleged in the Complaint and from those appearing on Defendants' counterfeit merchandise and has elected not to pursue statutory damages under the Copyright Act despite ability to do so. Thus, Plaintiff is entitled to the reasonable award requested.

**3. Plaintiff Is Entitled to \$50,000.00 for Each of Five Trademarks Based on Defendants' Willful Counterfeiting of Its Trademarks**

Plaintiff seeks Fifty Thousand Dollars (\$50,000.00) per trademark for a total of Two Hundred Fifty Thousand Dollars (\$250,000.00) for Defendants' infringement despite there existing cause for recovery based on more trademarks and other copyrights.<sup>2</sup> This is well within the statutory limits provided for pursuant to the Lanham Act and within the limits applicable to acts of innocent infringement. This amount is properly awarded given (i) Defendants' willful conduct; and (ii) Defendants' blithe disregard for the process of this Court.

Section 1117(c) provides, in pertinent part:

In a case involving the use of a counterfeit mark (as defined in section 1116(d) of title 15) in connection with the sale, or distribution of goods or services, the plaintiff may elect, at any time before final judgment is rendered by the trial court, to recover, instead of actual damages and profits under subsection (a) of this section, an award of statutory damages for any such use in connection

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<sup>2</sup> Despite Defendants' lack of response to Plaintiff's enforcement of its rights and all allegations in the First Amended Complaint deemed true based on Defendants' default, the First Amended Complaint lists a number of valid trademarks and even more copyright registrations, while here, Plaintiff is seeking recovery based on only five of the trademarks, further evidencing the reasonableness of Plaintiff's statutory damages request.

with the sale, or distribution of goods or services in the amount of-

(1) not less than \$500 or more than \$100,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just; or

(2) if the court finds that the use of the counterfeit mark was willful, not more than \$1,000,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just.

15 U.S.C. § 1117(c)(1)-(2).

In determining such an award, the Plaintiff must establish that:

- (1) Defendants intentionally used a counterfeit mark<sup>3</sup> in commerce- defining “counterfeit mark” as, an identical, non-genuine mark, in use by Plaintiff and registered in the same class of goods complained of without Plaintiff’s prior authorization;
- (2) Knowing the mark was counterfeit;
- (3) In connection with the sale, offering for sale, or distribution of goods; and
- (4) Its use was likely to confuse or deceive.

State of Idaho Potato Commission v. G &T Terminal Packaging, Inc., 425 F.3d 708, 721 (9<sup>th</sup> Cir. 2005).

As complained of in the Complaint, Defendants’ use constituted counterfeiting as they used identical, non-genuine marks, of marks already in use and registered in the proper class of goods by Plaintiff, on goods that were likely to cause confusion or deception to the consuming public with knowledge. Compl. ¶¶ 1, 3, 15-19, 26-30.

If this Court were to award Plaintiff only minimal damages, then Defendants in this action, as well as future defendants, would be encouraged to ignore any legal actions taken by Plaintiff against them. The granting of the requested statutory damage award at this time will act to deter

<sup>3</sup> Section 15 U.S.C. 1117 (c) refers to the definition in 15 U.S.C. § 1116 (d)(1)(B) as one that “is registered on the principal register in the United States Patent and Trademark Office for such foods or services sold, offered for sale, or distributed and that is in use, whether or not the person against whom relief is sought knew such mark was so registered.”

Defendants (and others) from violating Plaintiff's trademarks and otherwise violating Plaintiff's rights with relative impunity.

Defendants have chosen to permit the entry of their default. Because of Defendants' default, Plaintiff has been left with no effective choice but to seek an award of statutory damages. Based upon a portion of Defendants' systematic, willful and felonious acts, Plaintiff is entitled to an award of statutory damages of Two Hundred Fifty Thousand Dollars (\$250,000.00) against Defendants.

**E. Plaintiff Is Entitled to Interest on the Judgment**

Plaintiff is entitled to post-judgment interest. "Interest shall be allowed on any money judgment in a civil case recovered in a district court." 28 U.S.C. § 1961(a). Post-judgment interest shall be calculated pursuant to the statutory rate based upon date of entry of the judgment. Id.; Carte Blanche (Singapore) Pte. v. Carte Blanche International, 888 F.2d 260, 269 (2d Cir. 1989).

**CONCLUSION**

For the foregoing reasons, Plaintiff respectfully requests that it be awarded permanent injunctive relief enjoining Defendants from further violation of its rights. In addition, Plaintiff requests Judgment in its favor in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) in Lanham Act statutory damages and post judgment interest.

DATED: July 1, 2008

J. Andrew Coombs, A Professional Corp.

By: /s/ Annie S. Wang  
 J. Andrew Coombs  
 Annie S. Wang  
 Attorneys for Plaintiff Adobe Systems Incorporated

**DECLARATION OF CHRISTOPHER D. JOHNSON**

I, CHRISTOPHER D. JOHNSON, declare as follows:

1. I am an attorney duly admitted to practice before the courts of the Central District of California. I am the owner and principal of Effective Piracy Enforcement, Inc. ("EPE"). Except as otherwise stated, I have personal knowledge of the facts set forth herein and, if called as a witness, I would testify as follows.

2. I served as an Assistant United States Attorney in the Central District of California for fourteen (14) years, including the Computer Crimes and Intellectual Property Enforcement Unit. During my employment as an AUSA, a significant portion of my time was spent prosecuting defendants charged with criminal violations of the Copyright Act. I was also employed as Vice-President for Anti-Piracy by The Walt Disney Company.

3. On or about October 16, 2007, I reviewed some auctions posted by an eBay user identified under the ID "hahe51." On or about that same date, I engaged in a transaction with "hahe51" for a copy of Adobe Photoshop CS3, which was advertised as "Adobe Photoshop CS3 BRAND NEW SEALED, RETAIL VERSION." A true and correct copy of the eBay listing for "Adobe Photoshop CS3 BRAND NEW SEALED, RETAIL VERSION" is attached hereto as Exhibit A.

4. I placed the winning bid of \$362.00 for "Adobe Photoshop CS3 BRAND NEW SEALED, RETAIL VERSION" and payment through PayPal was sent to eBay seller "hahe51," identified by eBay and/or PayPal as "Rock Dreams Sound & Vision," with an email address of "cmega@inbox.com." True and correct redacted copies of the printouts confirming my successful bid and payment for "Adobe Photoshop CS3 BRAND NEW SEALED, RETAIL VERSION" are attached hereto as Exhibit B.

5. On or about October 19, 2007, I received a package pursuant to the "Adobe Photoshop CS3 BRAND NEW SEALED, RETAIL VERSION" order. The return address on the package was "Rock Dreams Sound & Vision, 1540 Kuser Rd A-2, Hamilton NJ 08619." A true and correct copy of the packing label on the package is attached hereto as Exhibit C.

6. The package contained a total of one disc labeled "ADOBE PHOTOSHOP CS3" and another labeled "ADOBE CREATIVE SUITE 3" with packaging labeled with Adobe's trademarks. True and correct copies of pictures of the discs and their packaging I received from "Rock Dreams Sound & Vision" are attached hereto as Exhibit D. The discs and their packaging were then forwarded to Adobe Systems Incorporated.



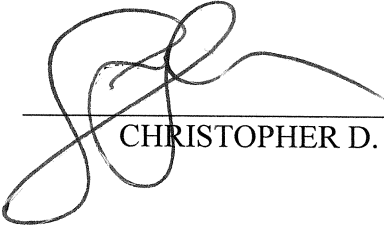
1           7. I also conducted internet research into the return address of the package which was  
2 traced back to a Corey C. Ressler and Paul A. Ressler.

3           8. I am informed and believe that through investigations, it was determined that  
4 Defendants operated additional eBay accounts including "rockdreams" which also sold Adobe  
5 Photoshop product. Attached hereto as Exhibit E is a true and correct printout of an excerpt from  
6 "rockdreams" eBay feedback showing transaction details from November and December of 2007,  
7 which included sales of several copies of Adobe Photoshop CS3 over a relatively short period of  
8 time.

9           9. I am informed and believe that Defendants' customers complained that Defendants'  
10 products were not "full retail" as listed or were "fake" or not authentic in other circumstances.  
11 Attached hereto as Exhibit F are true and correct copies of printouts of excerpts from Defendants'  
12 eBay feedback record for "hahe51."

13           I declare under penalty of perjury under the laws of the United States of America that the  
14 foregoing is true and correct.

15           Executed this 30 day of June, 2008, at Los Angeles, California.

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17           \_\_\_\_\_  
18           CHRISTOPHER D. JOHNSON  
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**DECLARATION OF CHRIS STICKLE**

I, Chris Stickle, declare as follows:

1. I am employed by Adobe Systems incorporated (“Adobe”) as its Enforcement Manager, Anti-Piracy. I have been employed by Adobe since 2005 and have had various responsibilities with respect to Adobe’s intellectual properties since that time including those relating to the protection of Adobe’s extensive portfolio of copyrights and trademarks. I submit this Declaration in support of Adobe’s Motion for Entry of Default Judgment in the matter captioned Adobe Systems Incorporated, et al. v. Ressler, et al. Except as otherwise stated herein or as the context may otherwise indicate, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would competently testify under oath as follows.

2. Significant aspects of Adobe’s business include the merchandising and licensing of computer software products. Adobe’s cutting edge products include without limitation, Adobe Photoshop CS3 and Adobe Create Suite 3 (collectively “Adobe’s Software”). Through the expenditure of significant effort and substantial amounts in advertising, Adobe has developed and promoted the use of Adobe’s Software to deliver superior programs to its customers, trusted by millions of people worldwide.

3. Adobe is the successor-in-interest to and exclusive owner in the United States of all copyrights, trademarks, trade dress and other proprietary in and to Adobe’s Software including the following:

<b>Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996

ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988
ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

True and correct copies of printouts showing ownership of the trademark registrations listed above, are collectively attached hereto as Exhibit G. The appearance and other features of Adobe's Software are inherently distinctive and serve to identify Adobe as the source of products bearing Adobe's trademarks and using Adobe's copyrights.

4. In connection therewith, I examined the discs and packaging for authenticity that I am informed and believe were purchased by EPE from "hahe51". True and correct illustrations of the product and packaging reviewed are attached hereto as Exhibit D to the Declaration of Christopher D. Johnson. This product was determined to be counterfeit.

5. The counterfeit merchandise recreates various of Adobe's intellectual properties. This merchandise directly competes with similar products distributed and offered for sale by Adobe and its authorized licensees. Unauthorized merchandise which depicts Adobe's intellectual properties could mislead the consuming public into believing that they are buying authorized Adobe product which has met Adobe's rigorous standards. Adobe's reputation and goodwill is irreparably harmed as a result of sales of Defendants' inferior product.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 30 day of June, 2008, at San Francisco, California.



CHRIS STICKLE

**DECLARATION OF ANNIE S. WANG**

I, ANNIE S. WANG, declare as follows:

1. I am an attorney at law, duly admitted to practice before the Courts of the State of California and the United States District Court for the Northern District of California. I am an attorney for Plaintiff Adobe Systems Incorporated ("Plaintiff"), in an action styled Adobe Systems Incorporated v. Ressler, et al. I make this Declaration in support of Plaintiff's request for Default Judgment against Defendants Corey C. Ressler and Paul A. Ressler (collectively "Defendants"). Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify as follows:

2. I am informed and believe Defendant Corey C. Ressler was served with Summons and Complaint on or about February 12, 2008 and later defaulted. The First Amended Complaint did not change the substantive claims against the Defendants, but a copy of the First Amended Complaint was sent to Defendant Corey C. Ressler to the address where service was completed on or about June 3, 2008. I am informed and believe, that, on or about May 16, 2008, Defendant Paul A. Ressler was served with the Summons and First Amended Complaint.

3. I first spoke with Defendants on or about March 31, 2008, regarding a resolution of this case which would require certain disclosures to be made. However, there was no substantive response from Defendants and no progress was ever made toward settlement despite follow up from Plaintiff over a period of several months. On or about June 13, 2008, I spoke with an attorney who indicated that he was representing Defendant Corey C. Ressler. I followed up with this attorney by email on June 13, 2008, and again on June 17, 2008, but received no response.

4. To my knowledge, Defendants have not filed a responsive pleading, or otherwise appeared in this action.

5. I am informed and believe that on or about March 11, 2008, my office caused to be filed the proof of service for Defendant Corey C. Ressler. On or about March 31, 2008, the Clerk entered Defendant Corey C. Ressler's default. I am informed and believe that on or about June 6, 2008, my office caused to be filed the proof of service for Defendant Paul A. Ressler. On or about June 13, 2008, the Clerk entered Defendant Paul A. Ressler's default.

6. I am informed and believe that Defendants are not infants or incompetent persons.

7. I am informed and believe that Defendants are not currently serving in the military.



**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On July 1, 2008, I served on the interested parties in this action with the:

[PROPOSED] ORDER

[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT

NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT;  
DECLARATIONS AND EXHIBITS IN SUPPORT

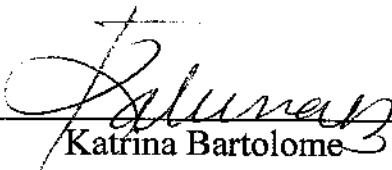
for the following civil action:

Adobe Systems Incorporated v. Corey C. Ressler, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Corey C. Ressler 1540 Kuser Rd., #A-2 Hamilton, New Jersey 08619	Paul Ressler 1540 Kuser Rd., #A-2 Hamilton, New Jersey 08619
--	--

Place of Mailing: Glendale, California  
Executed on July 1, 2008, at Glendale, California

  
Katrina Bartolome

# **EXHIBIT A**

[Sign out](#)[Site Map](#)[All Categories](#)[Search](#)[Advanced Search](#)[Categories](#)[Motors](#)[Express](#)[Stores](#)[Sneak Peek: See what's changing on eBay](#)[Get rewards with eBay MasterCard!](#)[Back to My eBay](#)Listed in category: [Books](#) > [Other](#)**Adobe Photoshop CS3 BRAND NEW SEALED. RETAIL VERSION**

Item number: 150171827955

✓ This item has been paid through PayPal. Payment was sent to: [cmega@inbox.com](mailto:cmega@inbox.com) on Oct-16-07.

[Leave Feedback >](#)

To let other eBay users know what your experience has been with this seller, click the [Leave Feedback](#) button.

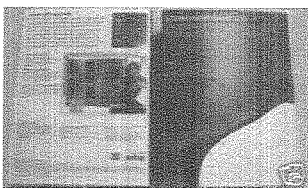
**Other actions for this item:**

You can manage all your items in [My eBay](#) and do the following:

- [View Order Details](#)
- [View PayPal payment](#) for this item.
- [Contact Seller](#) about this item.

**Additional Options:**

- To view other items from this seller, [view seller's other items](#).
- If this listing is similar to an item you want to sell, [list an item like this](#).
- You may [add this seller](#) to your Favorite Sellers in My eBay.

[View larger picture](#)**Buy It Now price: US \$350.00**Ended: **Oct-16-07 08:46:08 PDT**Shipping costs: **US \$12.00**  
US Postal Service Priority Mail®  
Service to United States  
([more services](#))Ships to: **Worldwide**Item location: **Trenton, New Jersey, United States**Buyer: [feilo1955](#) ( [private](#) )You can also: [Email to a friend](#)Listing and payment details: [Show](#)

No Payments Until 2008 on your first purchase over \$50 with the new eBay MasterCard! Plus, earn rewards toward future eBay purchases wherever you shop. [See Details](#) | [Apply Now](#)

**Description**[Item Specifics - Item Condition](#)[Condition:](#) **New****Meet the seller**Seller: [hahe51](#) ( 1573 ★ ) [Power Seller](#) [me](#)  
Top 10,000 ReviewerFeedback: **99.5% Positive**

Member: since Jan-01-99 in United States

- [Read feedback comments](#)
- [Ask seller a question](#)
- [Add to Favorite Sellers](#)
- [View seller's other items](#)

**Buy safely**

1. Check the seller's reputation  
Score: 1573 | 99.5% Positive  
[Read feedback comments](#)

2. Check how you're protected

**PayPal** Up to \$2,000 in buyer protection. [See eligibility](#)**Includes****Photoshop CS3 DVD****Training Video****Detailed Packaging**



Unregistered serial.

SEALED

WORKS WITH VISTA AND XP

BRAND NEW NEVER REGISTERED

NOT OEM OR ACADEMIC

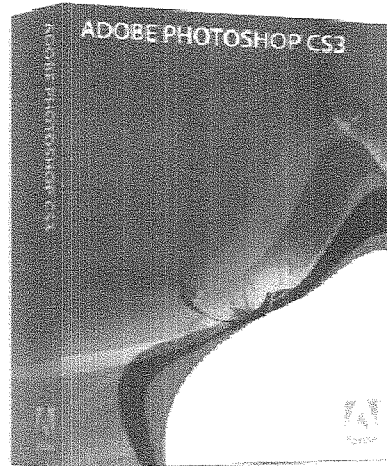
FULL RETAIL

Make sure your computer is compatible before purchasing.

Paypal is a must with this auction.

Shipping will be 12.00 Domestic via priority mail so you will have your item fast.

Base price for international priority is 22.50.



## What is Photoshop CS3?

Adobe® Photoshop® CS3 software accelerates your path from imagination to imagery. Ideal for photographers, graphic designers, and web design, standard delivers new features such as automatic layer alignment and blending that enable advanced compositing. Live filters boost the comprehensive editing toolset for increased flexibility. And a streamlined interface and new timesaving tools make your work flow faster.

### Top features

#### Industry-standard editing toolset

Perfect your images with industry-leading image-editing capabilities, which include enhanced color-correction and cloning and healing tools.

#### Nondestructive editing

Take advantage of nondestructive editing capabilities, including new Smart Filters, which let you visualize different image effects, and Smart Objects, which let you scale, rotate, and warp raster and vector graphics — all without altering pixel data.

#### Rich painting and drawing toolset

Create or modify images with a wide assortment of professional, fully customizable paint settings, artistic brushes, and drawing tools.

#### Built-in efficiency

Exhibit A, Page 21



# **EXHIBIT B**



eBay sent this message to seedee johnson (fido1255).  
Your registered name is included to show this message originated from eBay. [Learn more](#)

## Congratulations, the item is yours!

Hi

Congratulations! You purchased the following item



### Adobe Photoshop CS3 BRAND NEW SEALED. RETAIL VERSION

Sale price	\$350.00
Quantity	1
Subtotal	US \$350.00
Shipping & Handling	US Postal Service US \$12.00 Priority Mail Standard Int'l Flat Rate US \$24.00 Shipping
Insurance	\$7.82 (optional)
Sales tax	(none)
<a href="#">View item</a>   <a href="#">Go to My eBay</a>	

Your purchase is complete

**Leave  
Feedback**

Only by leaving feedback to the  
seller of this item

### Details for item number: 150171827955

Item URL: <http://cm.ebay.com/cm/ck/1065-29392-2357-0?uid=199057263&site=0&ver=EOIBSA030805&lk=URL&item=150171827955>  
 Sale Date: Tuesday, Oct 16, 2007, 08:46:07 PDT  
 Seller: hahe51 (cmega412@gmail.com) [contact seller](#)  
 Payment details: [None specified]

### Seller Information

Corey C Ressler  
Hamilton, NJ 08619 United States

Your shipping address [update](#)

Woodland Hills, CA 91364 United States

### More from this seller



Office 2007 Professional with Microsoft Live One Care  
US \$220.00 [Buy it Now](#)

[View seller's other items](#)



### Marketplace Safety Tip

- Pay with PayPal – PayPal is the fast, easy and secure way to pay on eBay.
- Protect yourself from spoof (fake) emails and Web sites. Take the [Spoof Tutorial](#) to learn about eBay Toolbar with Account Guard which warns you when you are on a known spoof site.

For more safe buying tips, please visit the Security Center  
([http://pages.ebay.com/securitycenter/buying\\_safety.html](http://pages.ebay.com/securitycenter/buying_safety.html))

Be alert for spoof (fake) emails and Web sites. To protect yourself from spoof (fake) emails, visit  
<http://pages.ebay.com/education/spoof/tutorial>

This eBay notice was sent to fido1255 from eBay. Your account is registered on [www.ebay.com](http://www.ebay.com). As outlined in our User Agreement, eBay will send you feedback notifications about the site and your transactions. If you would like to receive such e-mails in text format, change your [notification preferences](#).

See our Privacy Policy and User Agreement. If you have questions about eBay's common web policies, please visit: <http://pages.ebay.com/help/policies/privacy-policy.html>  
 User Agreement: <http://pages.ebay.com/help/policies/user-agreement.html>

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 Designated trademarks and brands are the property of their respective owners.  
 eBay and the eBay logo are registered trademarks or trademarks of eBay, Inc.  
 eBay is located at 1500 California Avenue, San Jose, CA 95128

Your package will be shipped by PayPal Shipping with U.S. Postal Service

Rock Dreams Sound & Vision used PayPal Shipping with U.S. Postal Service to create a shipping label for your package.

You can check the delivery status of your package online at:

<http://trkcnfml.smi.usps.com/PTSIInternetWeb/InterLabelInquiry.do?origTrackNum=9121150134711007235243>

Please note: Tracking information is updated throughout the day, but most data is transmitted in the afternoon or evening. For example, if your Express Mail® package is mailed today at 10:00 a.m., you might not be able to view tracking information until the next day.

-----  
Shipment Details  
-----

Tracking Number: 9121150134711007235243

Shipped From:

Rock Dreams Sound & Vision  
1540 Kuser Rd A-2  
Hamilton, NJ  
08619  
United States

Ship To:

christopher johnson

Woodland Hills, CA  
91364  
United States

Carrier: U.S. Postal Service

Service Type: Priority Mail® (2-3 days)

-----  
Your Purchase Details  
-----

Amount: \$362.00 USD

Transaction ID: 6HG35889FW677561A

Subject: Adobe Photoshop CS3 BRAND NEW SEALED. RETAIL VERSION

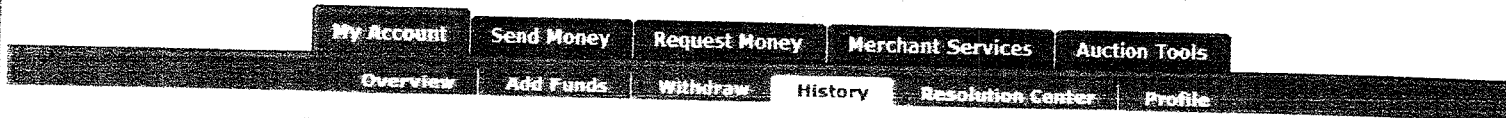
Note: Adobe Photoshop CS3 BRAND NEW SEALED. RETAIL VERSION

-----  
Transaction Details  
-----

You can view PayPal transaction details related to this shipment at:

<https://www.paypal.com/us/web/id=6HG35889FW677561A>

-----  
Item Information  
-----



## Transaction Details

**eBay Payment Sent** (ID # 6HG35889FW677561A)

### Business Contact Information

Customer Service URL: <http://www.rockdreams.com>  
 Customer Service Email: [Orders@rockdreams.com](mailto:Orders@rockdreams.com)  
 Customer Service Phone: 609-890-0202

**Total Amount:** -\$362.00 USD

**Date:** Oct. 16, 2007

**Time:** 08:46:05 PDT

**Status:** Completed

**hahe51**

Item #	Item Title	Qty	Price	Subtotal
150171827955	Adobe Photoshop CS3 BRAND NEW SEALED RETAIL VERSION	1	\$350.00 USD	\$350.00 USD

Shipping & Handling via USPS Priority Mail \$12.00 USD  
 (includes any seller handling fees):

Shipping Insurance (optional): --

**Total:** \$362.00 USD

**Shipping Address:** christopher johnson

woodland Hills, CA 91364  
 United States  
 Confirmed

**Payment To:** Rock Dreams Sound & Vision (The recipient of this payment is  
**Verified**)

**Seller's ID:** hahe51

**Seller's Email:** comega@inbox.com

**Funding Type:** Instant Transfer

**Funding Source:** \$362.00 USD - (Confirmed)  
 xxxxxx1

**Back Up Funding Source:** XXXX-XXXXXX-2

### Shipment Information

**Shipping Status:** Shipped

**Reference Number:** U.S. Postal Service 9501A701307110070285143 Learn More

**Service Type:** Priority Mail® (2-3 days)

**Package Size:** Package/Thick Envelope

**Dimensions:** 8 X 8 X 8 in

**Mailing Date:** Oct. 16, 2007

**Signature Confirmation:** Yes

**Display Postage Value on Label:** No

**Shipping Insurance:** No

**Ship From:** Rock Dreams Sound & Vision  
 1540 Kuser Rd A-2

Ship To: christopher johnson

Hamilton, NJ 08619  
United StatesWoodland Hills, CA 91364  
United States  
Confirmed Postnet Address

## Original Transaction

Date	Type	Status	Details	Amount
Oct. 16, 2007	Payment To Rock Dreams Sound & Vision	Completed	...	-\$362.00 USD

## Related Transaction

Date	Type	Status	Details	Amount
Oct. 15, 2007	Add Funds from a Bank Account	Completed	<a href="#">Details</a>	\$362.00 USD

Need help? If you have problems with a transaction or would like assistance settling a dispute with your seller, visit the [Resolution Center](#). PayPal strongly recommends attempting to resolve this issue directly with the merchant or seller whenever possible.

**Description:** Adobe Photoshop CS3 BRAND NEW SEALED. RETAIL VERSION

[Return to My Account](#)





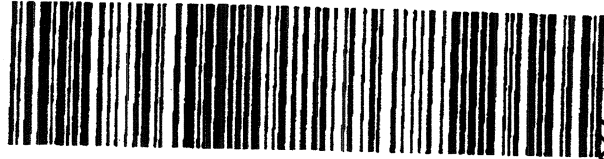
[Mobile](#) | [Mass Pay](#) | [Money Market](#) | [ATM/Debit Card](#) | [Referrals](#) | [About Us](#) | [Accounts](#) | [Fees](#) | [Privacy](#) |  
[Plus Card](#) | [Security Center](#) | [Contact Us](#) | [Legal Agreements](#) | [Developers](#) | [Shops](#)

[About SSL Certificates](#)

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[Information about EBIC pass-through insurance](#)

# **EXHIBIT C**

Ha 1k 4

		a preferred shipping service on 	
<b>P</b>	10/16/07 From 08619 1 lbs 0 ozs Zone 8	US POSTAGE PAID Pitney Bowes NO SURCHARGE 024P0007875111	
	<b>USPS PRIORITY MAIL®</b>		
	Rock Dreams Sound & Vision 1540 Kuser Rd A-2 Hamilton NJ 08619		
	SHIP christopher johnson TO:  Woodland Hills CA 91364-1521		
ZIP - e/ USPS SIGNATURE CONFIRMATION			
			
420 91364 9121 1501 3471 1007 2352 43			
Electronic Rate Approved #150134711			

# **EXHIBIT D**



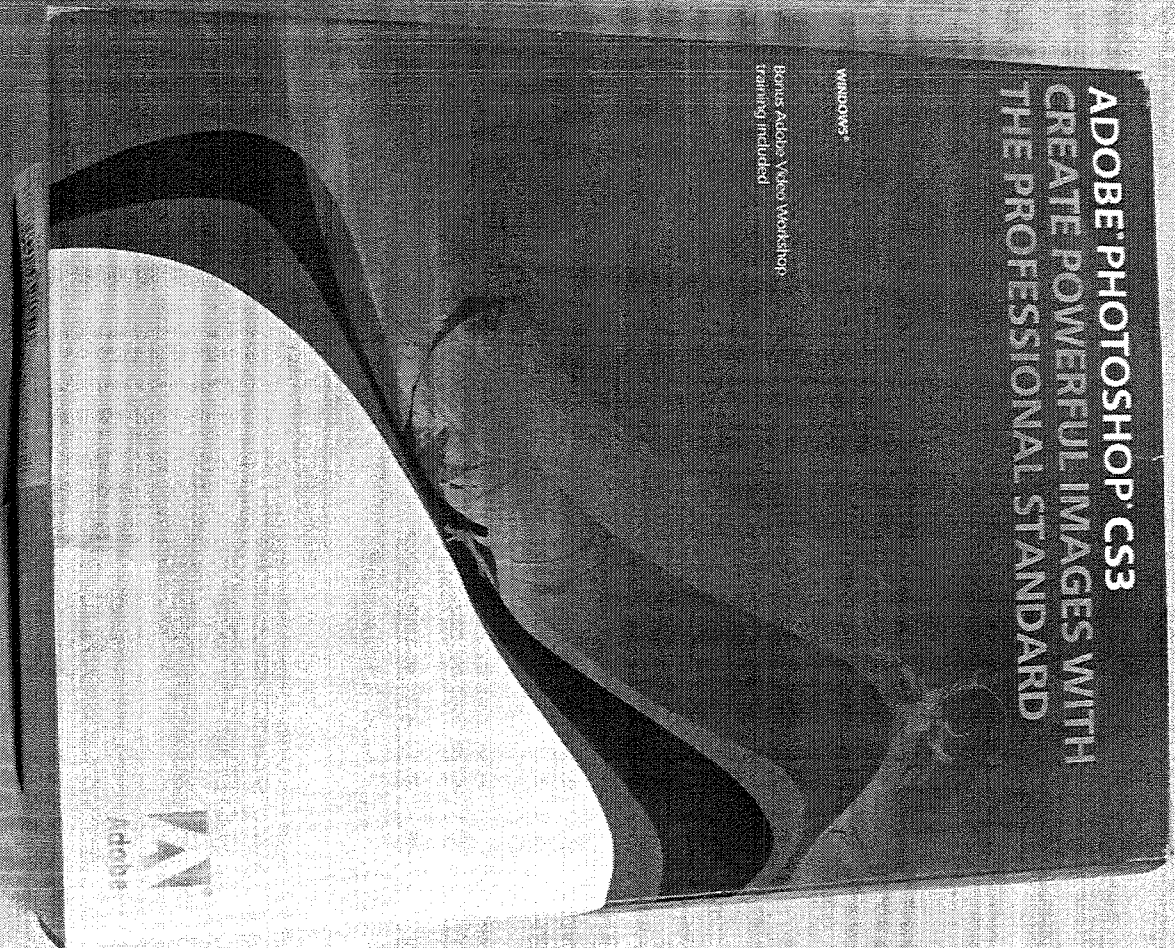


Hahe 51



Hahe 51







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PIN: 23102480  
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90076069 2/07



## ADOBE® PHOTOSHOP® CS3

Adobe Photoshop CS3 software accelerates your path from inspiration to imagery. Ideal for photographers, graphic designers, and web designers, the professional standard delivers new features such as automatic layer alignment and blending that enable advanced compositing. Live filters boost the comprehensive, nondestructive editing toolset for increased flexibility. And a streamlined interface and new time-saving tools make your work flow faster.

### Work more productively

Get the most out of your time with a redesigned interface and improvements to advanced processing and assets management workflows.

### Edit with unrivaled power

Compose and enhance with a comprehensive toolset that includes nondestructive, live and more powerful color correction, cloning, and healing capabilities.

### Composite with breakthrough tools

Easy-to-use new multilayer composites using new tools for automatically aligning and blending layers and making selections more quickly.



### SYSTEM REQUIREMENTS

Requires Windows® XP or Mac OS® X 10.4.2 or later. Requires 1 GB of RAM (2 GB or more recommended). Requires a 1.5 GHz or faster processor. Requires a 20 GB or larger hard drive. Requires a DVD-ROM drive. Requires a 100 Mbps or faster network connection. Requires a 100 Mbps or faster network connection. Requires a 100 Mbps or faster network connection.

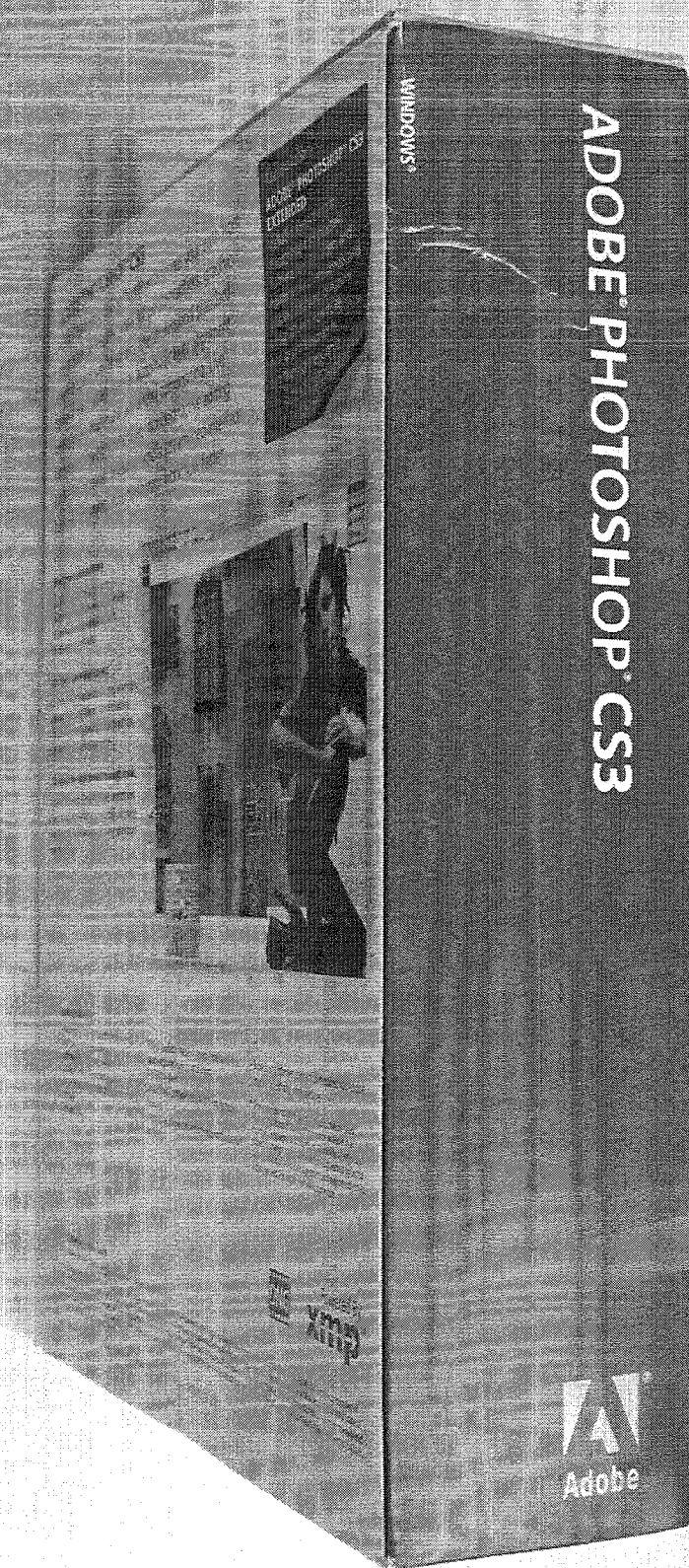
- 1 GB of available hard-disk space (additional free space required during installation)
- DVD-ROM drive
- QuickTime 7 software required for multilayer features
- Internet or phone connection required for product activation

Downloaded Internet connection required for Adobe Stock Photos® and other services.

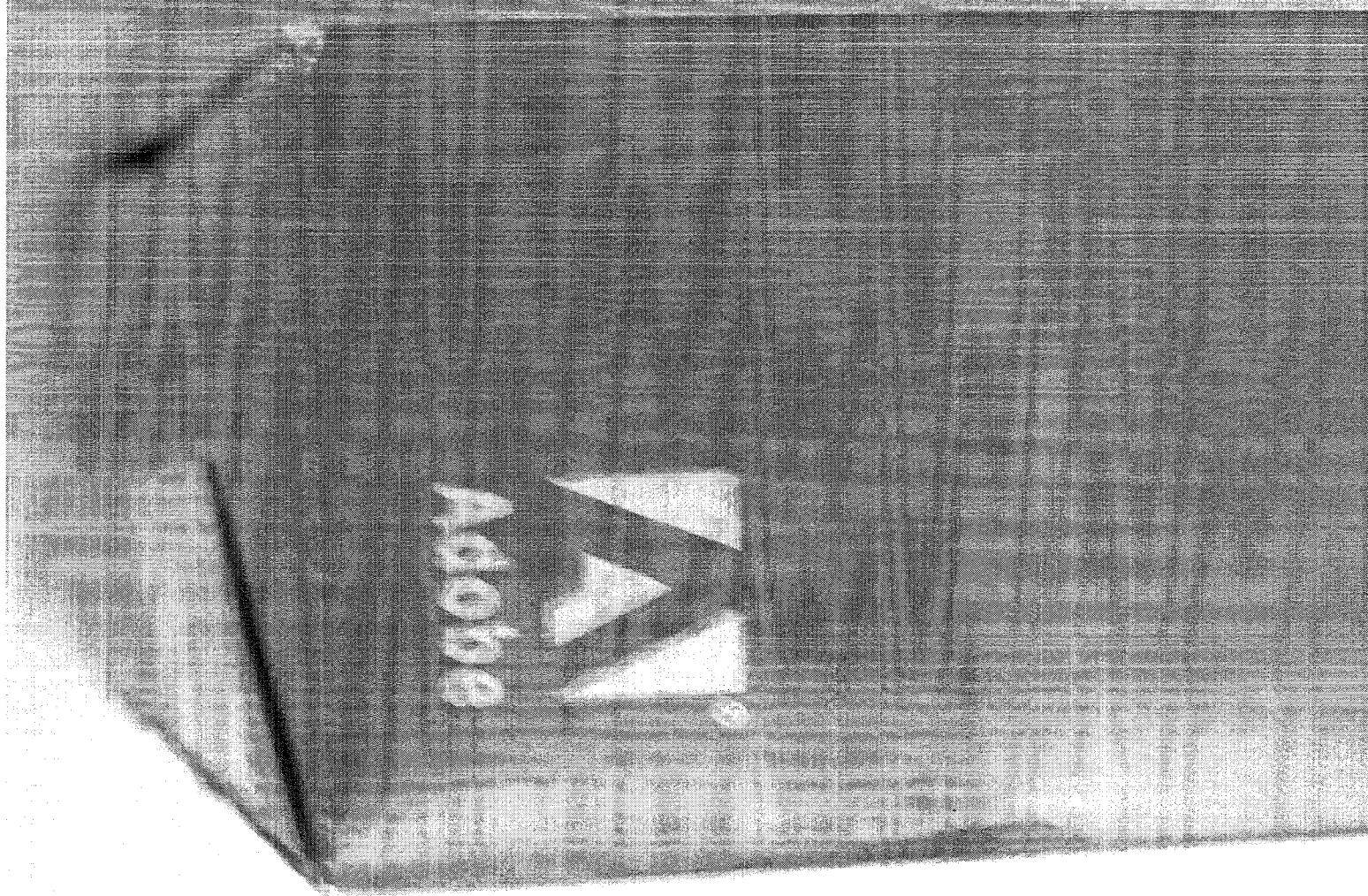
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**DNG**  
**xmp**

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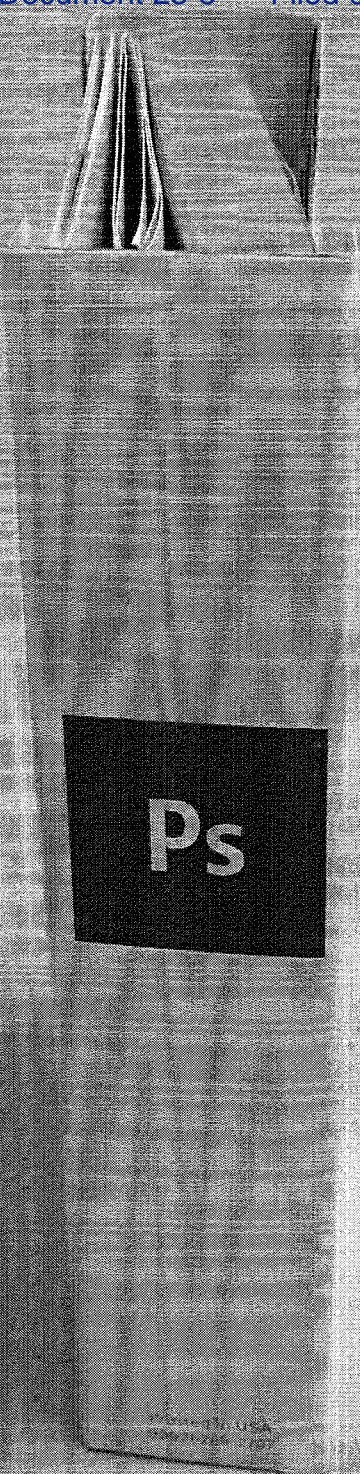












Ps







# **EXHIBIT E**

	Very very nice condition as listed.... fast shipping.. Thank you. -- (#150185465400)	Buyer: <a href="#">injung8288</a> ( 8 )	Nov-30-07 19:00
	Great seller - great items! BONUS - THANKS! Highly recommended!!!! A+A+A+ :)	Buyer: <a href="#">hi2ty</a> ( 616  )	Nov-29-07 20:54
	Shipped fast, great quality, awesome seller!	Buyer: <a href="#">vonchuff1</a> ( 6 )	Nov-29-07 14:27
	Bon achat, expedition rapide, bonne communication	Buyer: <a href="#">paabrooks1</a> ( 14  )	Nov-24-07 15:47
	Beautiful, Very pleased with item.Thanks.	Buyer: <a href="#">imighthave</a> ( 234  )	Nov-24-07 05:12
	Goods arrived quickly and were as described. Would buy from again.	Buyer: <a href="#">ccmg</a> ( 423  )	Nov-23-07 20:24
	Great product and speedy shiping!	Buyer: <a href="#">missionarymolly</a> ( 276  )	Nov-22-07 15:38
	Thank you. Item as described and shipped fast. Recommended seller:)	Buyer: <a href="#">iamlcf</a> ( 68  )	Nov-20-07 15:14
	It was a fake shirt but the seller was very helpful in resolving issue.	Buyer: <a href="#">wardencaro</a> ( 65  )	Nov-12-07 15:30
	Great value. Item exactly as described. Very highly recommended	Buyer: <a href="#">jenandem</a> ( 484  )	Nov-09-07 04:57
	excellent services * thanks a million!	Buyer: <a href="#">zn436597</a> ( 521  )	Nov-08-07 10:59
	Quick transaction, professionally handled	Buyer: <a href="#">lighthousecolorprint</a> ( 27  )	Nov-05-07 19:21
	Fantastic seller! Item as described! Thanks!	Buyer: <a href="#">sunshinegams</a> ( 505  )	Nov-04-07 03:25
	Thank you @ Nice and quick Transaction	Buyer: <a href="#">cto-3</a> ( 866  )	Nov-01-07 18:15
	GOOD SHIRTS. GREAT SELLER!!	Buyer: <a href="#">dfwautows</a> ( 566  ) No longer a registered user	Oct-27-07 07:40
	Merchandise was awesome thanks so much	Buyer: <a href="#">michelle-811</a> ( 6279  )	Oct-26-07 09:22
	super qhick shipping and just as described. thx	Buyer: <a href="#">artur_hawkwing2000</a> ( 402  )	Oct-22-07 21:54
	A+++++ great transaction! CS3 is perfect. Item as describe!	Buyer: <a href="#">joyalcomier</a> ( 5 )	Oct-22-07 08:31
	Very quick shipping and a seamless transaction. Highly Recommended	Buyer: <a href="#">brownbg</a> ( 53  )	Oct-18-07 12:37

	This is the REAL DEAL.... Polo salesman have NO clue... A+++ -- (#150167025573)	Buyer: <a href="#">hutchsalthawks</a> ( 75  )	Oct-12-07 10:33
	Very pleased. Would deal with again. -- (#150165593083)	Buyer: <a href="#">slekim</a> ( 196  )	Oct-12-07 09:03
	I'M A R. LAUREN SALESMAN AND BOUGHT TO SEE IF AUTHENTIC;NOT EVEN CLOSE;DON'T BUY <ul style="list-style-type: none"> <li>■ <b>Reply</b> by hahe51 (Oct-08-07 15:45): This person does not now what there talking about. Please ignore this comment.</li> <li>■ <b>Follow-up</b> by dparenti6v4m (Oct-09-07 18:34): FAKE STUFF;HE'S LOOKING FOR ONE TIME BUSINESS; DON'T BE SUCKERED THAT FIRST TIME</li> </ul> -- (#150141937250)	Buyer: <a href="#">dparenti6v4m</a> ( 150  )	Oct-08-07 14:42
	Very friendly seller will be back to shop again. -- (#150146059379)	Buyer: <a href="#">shawty43</a> ( 10  )	Oct-06-07 13:04
	GREAT SHIRTS.... VERY FAST SHIPPING -- (#150166037834)	Buyer: <a href="#">pinkdeannie0</a> ( 95  )	Oct-05-07 09:23
	Great Seller...Very Fast Shipping...Very Very Satisfied...Would Buy From Again.. -- (#150166289257)	Buyer: <a href="#">pixie_jenn</a> ( 39  )	Oct-05-07 01:41
	As advertised-fast shipping-great transaction-A++++++ -- (#150166097771)	Buyer: <a href="#">morganrose</a> ( 260  )	Oct-04-07 14:13
	great buy, fast shipping, great program, thank you!!! -- (#150142441633)	Buyer: <a href="#">farrkt</a> ( 203  )	Oct-04-07 08:23
	Great transaction, fast shipping, items as described. -- (#150163288586)	Buyer: <a href="#">vejjojones</a> ( 222  )	Oct-01-07 15:38
	Alles super gerne wieder Danke -- (#150146330507)	Buyer: <a href="#">blume001schwarz</a> ( 96  )	Sep-30-07 03:45
	Great seller. Item as described.Thanks -- (#150146770254)	Buyer: <a href="#">michellelct</a> ( 38  )	Sep-20-07 22:16
	great shirts....fast shipment....thank you.....A+++++++ -- (#150140967854)	Buyer: <a href="#">stepht347</a> ( 91  )	Aug-02-07 20:16
	Light speed service, 5 Star seller.....Thanks -- (#150147006722)	Buyer: <a href="#">tcruzin</a> ( 439  )	Aug-02-07 15:10
	great dress shirt extremely happy with it "will buy again from this seller " -- (#150146046998)	Buyer: <a href="#">anna067</a> ( 23  )	Aug-02-07 14:35
	TODO PERFECTO, GRACIAS -- (#150143152595)	Buyer: <a href="#">tonomelodias</a> ( 42  )	Aug-02-07 11:12
	TODO PERFECTO, GRACIAS -- (#150143152628)	Buyer: <a href="#">tonomelodias</a> ( 42  )	Aug-02-07 11:12
	great ebayer A+++	Buyer: <a href="#">bigjwool</a> ( 489  )	Aug-02-07 07:01

-- (#150142091346)

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	great ebayer A+++ -- (#150142446364)	Buyer: <a href="#">bigjwool</a> ( 489  )	Aug-02-07 06:58
	great ebayer A+++ -- (#150141323499)	Buyer: <a href="#">bigjwool</a> ( 489  )	Aug-02-07 06:58
	Items arrived in perfect condition. Recommended. Will buy from again. -- (#150140689804)	Buyer: <a href="#">81mortar</a> ( 33  )	Aug-02-07 05:43
	Speedy shipping. Nice wallet. Great Service - Will do business again! A+ -- (#150141055545)	Buyer: <a href="#">jsackett2007</a> ( 2 )	Aug-01-07 14:27
	very nice -- (#150143153220)	Buyer: <a href="#">genes12320</a> ( 785  )	Aug-01-07 13:41
	True original. Item exactly as described. -- (#150141937250)	Buyer: <a href="#">cmeda-livres</a> ( 24  )	Aug-01-07 10:13
	Excellent ebayeur ! tres bon contact ! produits de tres bonne qualité !! a + -- (#150144293782)	Buyer: <a href="#">pierrecorentin123</a> ( 127  )	Aug-01-07 03:35
	Not "full retail" as listed, eventually got key to install. But no MS support. ■ Reply by hahe51 (Jul-31-07 21:25): Ignore this comment. This person does not know howto use computers. -- (#150134143752)	Buyer: <a href="#">lasperber</a> ( 35  )	Jul-31-07 20:50
	gOOD sELLER -- (#150140103165)	Buyer: <a href="#">mrs.janice</a> ( 24  )	Jul-30-07 20:40
	Pleasure to meet you! Will do business again! -- (#150142446364)	Buyer: <a href="#">returnk</a> ( 76  ) No longer a registered user	Jul-30-07 14:59
	beautiful shirt. reasonable price and shipping. recommend seller highly. -- (#150141019053)	Buyer: <a href="#">editdog</a> ( 113  )	Jul-29-07 05:29
	Good Quality--Just as said! -- (#150143155239)	Buyer: <a href="#">nelchell\$12</a> ( 84  )	Jul-28-07 12:32
	Excellent deal I saved tons of money -- (#150143770431)	Buyer: <a href="#">picks200</a> ( 96  )	Jul-28-07 09:25
	very happy with transaction A+ -- (#150139197016)	Buyer: <a href="#">bigjwool</a> ( 489  )	Jul-27-07 22:21
	Very fast shipping, good transaction!!! -- (#150143298835)	Buyer: <a href="#">jamez238</a> ( 6 )	Jul-27-07 22:09
	Vendeur de confiance.Bel objet au bon prix . Merci ! -- (#150143154787)	Buyer: <a href="#">rapala83</a> ( 615  )	Jul-27-07 11:27
	VERY GOOD SELLER I WILL BE BACK TO SHOP -- (#150143153816)	Buyer: <a href="#">shawty43</a> ( 10  )	Jul-26-07 15:57
	Item as expected, timely shipping	Buyer: <a href="#">strephontx</a> ( 237  )	Jul-26-07 08:05

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-- (#220119705946)

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	NICE SHIRTTTTTTT REALLLLLLLLLLLLLLL QUICK SHIPPING!!!!!!!!!!!!!!!!!!!!!!!!!!!!	Buyer: <a href="#">deler2006</a> ( 11  ) No longer a registered user	Jun-07-07 19:02
	-- (#150128550628)	--	
	Fast shipping, great product. AAA+++	Buyer: <a href="#">tempest88</a> ( 105  )	Jun-07-07 14:31
	-- (#150129264991)	--	
	@first i was satisfied...NOW I am EXCEPTIONALLY satisfied..Thank you..stylz*	Buyer: <a href="#">sexy_stylz</a> ( 63  )	Jun-07-07 13:53
	-- (#150120923195)	--	
	Thanks, fast shipping, as described!!! Thanks so much!! A+	Buyer: <a href="#">blank-en-steins</a> ( 1268  )	Jun-07-07 11:30
	-- (#150124596006)	--	
	GREAT SELLER!!!!!!	Buyer: <a href="#">xxsharpshooterzxx</a> ( 77  )	Jun-07-07 11:25
	-- (#150126444496)	--	
	bought 3 item got credit on shipping had merchandise within 4 day GREAT SHIPPER	Buyer: <a href="#">dperry069</a> ( 55  )	Jun-07-07 09:32
	-- (#150127633621)	--	
	bought 3 item got credit on shipping had merchandise within 4 day GREAT SHIPPER	Buyer: <a href="#">dperry069</a> ( 55  )	Jun-07-07 09:31
	-- (#150128984061)	--	
	bought 3 item got credit on shipping had merchandise within 4 day GREAT SHIPPER	Buyer: <a href="#">dperry069</a> ( 55  )	Jun-07-07 09:30
	-- (#150128547382)	--	
	quick delivery, pleased with purchase, thanks!	Buyer: <a href="#">tbeyond</a> ( 3971  )	Jun-06-07 17:40
	-- (#150128564685)	--	
	Fast Sipping, smooth transaction, great product. AAA+++	Buyer: <a href="#">tempest88</a> ( 105  )	Jun-06-07 14:58
	-- (#150126937988)	--	
	Holy smokes - talk about fast shipping!!! A++product here	Buyer: <a href="#">cassius514</a> ( 276  )	Jun-06-07 13:30
	-- (#150128561370)	--	
	fast shipping; as advertised	Buyer: <a href="#">gastongidget</a> ( 39  )	Jun-06-07 09:06
	-- (#150128970428)	--	
	fast shipping. nice shirt	Buyer: <a href="#">pachungchung</a> ( 3 )	Jun-06-07 06:56
	-- (#150116546531)	--	
	every thing was what they said it to be	Buyer: <a href="#">mattr5298</a> ( 2 )	Jun-06-07 00:26
	-- (#150123207727)	--	
	fake item	Buyer: <a href="#">sydboyjack</a> ( 10  )	Jun-05-07 23:56
	■ Reply by hahe51 (Jun-06-07 07:18): 100% AUTHENTIC CHECK OUT ALL THE OTHER POSTIVES. THEY ARE TRYING TO RUIN MY REP	--	
	-- (#150123207730)	--	
	Good seller Item just as described	Buyer: <a href="#">altkris</a> ( 49  )	Jun-05-07 17:14
	-- (#150125593215)	--	
	Great shirts. 18 days shipping/ came from india.	Buyer: <a href="#">tijie</a> ( 58  )	Jun-05-07 11:38
	■ Reply by hahe51 (Jun-05-07 11:55): FEDEX 85840811 6273 TOOK 3 DAYS TO SHIP	--	
	-- (#150123544705)	--	

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	A great transaction would do business again AAAAA thanks for such quick delivery -- (#160057775683)	Buyer: <a href="#">teejaygee1</a> ( 202  )	Dec-06-06 05:33
	Fast shipping! Nice shirt... -- (#160055345915)	Buyer: <a href="#">xthelbs</a> ( 111  )	Dec-05-06 09:18
	Speedy shipment. Item as described. Would do business with again. -- (#160057583982)	Buyer: <a href="#">nittany987</a> ( 26  )	Dec-05-06 04:55
	PROMT SHIPPING! GREAT SHIRT! THANKS!!!!!!!!!!!! -- (#160057580083)	Buyer: <a href="#">jbratch22</a> ( 96  )	Dec-04-06 19:19
	Just as described. Smooth transaction! -- (#160057580821)	Buyer: <a href="#">lainakw</a> ( 74  )	Dec-04-06 16:30
	Just as described. Smooth transaction! -- (#160057775683)	Buyer: <a href="#">lainakw</a> ( 74  )	Dec-04-06 16:30
	This was my first Ebay experience and he made it very easy for me! Thanks! -- (#160054888827)	Buyer: <a href="#">karlea11</a> ( 1 )	Dec-04-06 12:19
	Great seller! Thank you!!!! -- (#160052040555)	Buyer: <a href="#">mic2168</a> ( 715  )	Dec-04-06 11:50
	Item is wonderful!! Fast shipping!! Thanks. -- (#160055345924)	Buyer: <a href="#">kaavik</a> ( 45  )	Dec-04-06 11:40
	A+ item & Shipping, would do biz with again. -- (#160052046690)	Buyer: <a href="#">bigshawno_0</a> ( 100  )	Dec-04-06 08:27
	Nice shirt Thank you -- (#160052079361)	Buyer: <a href="#">knat123</a> ( 368  )	Dec-04-06 04:49
	Fake Polo! Blue on shirt bled all over white when washed. Seller did not rtn. <ul style="list-style-type: none"> <li>■ Reply by hahe51 (Dec-03-06 14:42): Buyer did not wash right, very bad communication, Did not ask for a refund.</li> </ul> -- (#160045827771)	Buyer: <a href="#">elizabethg5417</a> ( 39  )	Dec-03-06 12:19
	Quick Shipment!!! -- (#160052526139)	Buyer: <a href="#">tat22006</a> ( 11  )	Dec-03-06 10:23
	nice shirt !!! excellent seller -- (#160052523502)	Buyer: <a href="#">oliwood09</a> ( 24  )	Dec-02-06 14:28
	Fast shipping and reliable user to buy from thanks!! A+++++ -- (#160054766478)	Buyer: <a href="#">diego953</a> ( 3 )	Dec-02-06 13:48
	thanks for the great transaction. <ul style="list-style-type: none"> <li>■ Rating withdrawn by eBay Buyer didn't respond to the Unpaid item notification for this transaction. <a href="#">Learn more.</a></li> </ul> -- (#160052047509)	Buyer: <a href="#">raregrooveart</a> ( 3786  )	Dec-01-06 18:37
	thanks for the great transaction. -- (#160054692676)	Buyer: <a href="#">raregrooveart</a> ( 3786  )	Dec-01-06 18:37
	thanks for the great transaction.	Buyer: <a href="#">raregrooveart</a> ( 3786  )	Dec-01-06 18:36

	Excellent!! great communication, prompt delivery! AAA+ -- (#160054875980)	Buyer: <a href="#">stevenlefty</a> ( 14 )	Nov-29-06 16:28
	good seller AAAAAAAAAAAAAAAAAA+++++++ -- (#160052509949)	Buyer: <a href="#">995jermaine</a> ( 61 )	Nov-29-06 15:32
	Great item, Fast shipping, Thanks! -- (#160052081653)	Buyer: <a href="#">saran770</a> ( 920 )	Nov-29-06 12:35
	excellent seller, fast postage -- (#160054692703)	Buyer: <a href="#">congow1</a> ( 55 )	Nov-29-06 10:23
	Thanks for more great polos! AAA+++ The BEST! -- (#160053915918)	Buyer: <a href="#">brta_australia</a> ( 554 )	Nov-29-06 00:05
	great transaction! -- (#160052534106)	Buyer: <a href="#">ct-golfer</a> ( 107 )	Nov-28-06 18:48
	great! thanks! -- (#160052065601)	Buyer: <a href="#">kbruemmer38</a> ( 835 )	Nov-28-06 16:20
	SENT WRONG COLOR SHIRT BUT OK UNTIL I WASHED IT COLOR FADED ALL OVER FAKE POLO ■ Reply by hahe51 (Nov-28-06 15:28): Shirt is 100% Authentic...Must wash with warm water like it says on tag -- (#160045978972)	Buyer: <a href="#">collegestudentwith2jobs</a> ( 934 )	Nov-28-06 15:21
	Great shirt, fast shipping, excellent ebay seller. Highly recommended! -- (#160052526754)	Buyer: <a href="#">anthonykfairfield</a> ( 27 )	Nov-28-06 15:10
	very nice shirt.....fast shipping .....thanks...A+++++ -- (#160052046129)	Buyer: <a href="#">257and737</a> ( 83 )	Nov-28-06 05:56
	Fast shipping. Nice shirt, WDBWA A+++++ -- (#160052047976)	Buyer: <a href="#">crbball24</a> ( 12 )	Nov-27-06 22:28
	quick shipment...nice shirt -- (#160052512138)	Buyer: <a href="#">wlctennis</a> ( 18 )	Nov-27-06 21:17
	quick shipping -- (#160044876095)	Buyer: <a href="#">zakattack09</a> ( 5 )	Nov-27-06 21:11
	Fast shipping!! GREAT product!!Thanks so much! -- (#160052535095)	Buyer: <a href="#">tygerrose37</a> ( 62 )	Nov-27-06 19:31
	Great Quality.....Fast Shipping.....Easy Transaction....Perfect Seller.....A++++ -- (#160052525565)	Buyer: <a href="#">macgregor1990</a> ( 12 )	Nov-27-06 18:46
	Problem during shipping but refunded my money immediately without hassle. -- (#160052054267)	Buyer: <a href="#">jaawda-half</a> ( 281 )	Nov-27-06 16:37
	fast shipping great seller, thanks -- (#160052045450)	Buyer: <a href="#">r*y*a*n*</a> ( 52 )	Nov-27-06 11:42
	Item just as described; Perfect transaction; A+++++ -- (#160052052594)	Buyer: <a href="#">bfg1953</a> ( 1018 ) No longer a registered user	Nov-27-06 09:39



# **EXHIBIT F**



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## Feedback Profile

**rockdreams (13636)** **Not a registered user**
[Contact member](#)
[View items for sale](#)
[More options](#)

Member since 04-Feb-99 in United States

**Feedback Score:** **13636**  
**Positive Feedback:** **98.9%**

Members who left a positive: 13782  
Members who left a negative: 150

All positive Feedback: 16469

[Find out what these numbers mean](#)

### Recent Feedback Ratings (last 12 months)

	1 month	6 months	12 months
Positive	0	41	614
Neutral	0	0	0
Negative	0	0	2

### Detailed Seller Ratings (since May 2007)

Criteria	Average rating	Number of ratings
Item as described		162
Communication		161
Shipping time		162
Shipping and handling charges		162


[Feedback as a seller](#)
[Feedback as a buyer](#)
[All Feedback](#)
[Feedback left for others](#)

Ratings mutually withdrawn: 0



16,746 Feedback received

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Feedback	From / Price	Date/Time
First class Ebayer. All as it should be, no problems. Have a great Xmas, from UK ADOBE PHOTOSHOP CS3 BRAND NEW SEALED RETAIL VERSION (#330193817114)	Buyer: <a href="#">seadoggo (139)</a> US \$350.00	10-Dec-07 14:28 <a href="#">View Item</a>
Great product ADOBE PHOTOSHOP CS3 BRAND NEW SEALED RETAIL VERSION (#330193817903)	Buyer: <a href="#">pinkayla007 (13)</a> US \$350.00	10-Dec-07 13:40 <a href="#">View Item</a>
Product arrived quickly and in great condition. Very satisfied with everything. Sopranos Season 1 2 3 4 5 6 BOX SET!!! FREE SHIPPING!! (#330194530472)	Buyer: <a href="#">opsman78 (2)</a> US \$175.00	09-Dec-07 07:26 <a href="#">View Item</a>
Great communication. A pleasure to do business with. -- (#350003556286)	Seller: <a href="#">karaokeheaven (380)</a> --	08-Dec-07 17:08 <a href="#">View Item</a>
A price I couldn't resist! Lost Season 1-3 Brand New Unplayed DVD Box Set (#330194104541)	Buyer: <a href="#">mrhoskinson2 (11)</a> US \$75.00	05-Dec-07 01:13 <a href="#">View Item</a>
Got it yesterday, in perfect shape. Thank you *NR* Lost Season 1-3 Brand New Unplayed DVD's *NR* (#330191659439)	Buyer: <a href="#">dsic425 (17)</a> US \$51.00	04-Dec-07 10:25 <a href="#">View Item</a>
eggcellent Office 2007 Professional Plus Windows Live One Care (#330188409225)	Buyer: <a href="#">q.lazzarus (389)</a> US \$215.00	03-Dec-07 20:38 <a href="#">View Item</a>
Fast transaction. Great seller ADOBE PHOTOSHOP CS3 BRAND NEW SEALED RETAIL VERSION (#330189072972)	Buyer: <a href="#">noxcat62 (42)</a> US \$350.00	24-Nov-07 20:15 <a href="#">View Item</a>
Great product, great seller, great shipment - no fake! A+++++ ADOBE PHOTOSHOP CS3 BRAND NEW SEALED RETAIL VERSION (#330182619699)	Buyer: <a href="#">michael.mortensen (30)</a> US \$350.00	23-Nov-07 00:28 <a href="#">View Item</a>
Trustworthy, fast, item as described, AAA+++ thank you!!! ADOBE PHOTOSHOP CS3 BRAND NEW RETAIL VERSION (#330181701200)	Buyer: <a href="#">hottiescamer (30)</a> US \$350.00	19-Nov-07 17:12 <a href="#">View Item</a>
Fastest delivery thank you	Buyer: <a href="#">b51248</a> US \$350.00	17-Nov-07 14:17

ADOBE PHOTOSHOP CS3 BRAND NEW SEALED RETAIL VERSION (#330185718762)		Buyer: <a href="#">US ( 340 </a> ★ <a href="#"> )</a> US \$350.00	<a href="#">View Item</a>
+	thanks ADOBE PHOTOSHOP CS3 BRAND NEW SEALED RETAIL VERSION (#330183407028)	Buyer: <a href="#">deeznuttz101 ( 61 </a> ★ <a href="#"> )</a> US \$350.00	13-Nov-07 16:01 <a href="#">View Item</a>
+	Prompt shipment, great communication, refunded upon requested, thanks! =MICROSOFT OFFICE PROFESSIONAL 2003 RETAIL PRO 03 (#330179641216)	Buyer: <a href="#">moonstone505 ( 259 </a> ★ <a href="#"> )</a> No longer a registered user US \$250.00	09-Nov-07 17:24 <a href="#">View Item</a>
+	Excellent seller.Fast shipping. Item as describe. It was a pleasure to deal with ADOBE PHOTOSHOP CS3 BRAND NEW SEALED RETAIL VERSION (#330180933887)	Buyer: <a href="#">chakibb ( 71 </a> ★ <a href="#"> )</a> US \$350.00	09-Nov-07 14:46 <a href="#">View Item</a>
+	great item, very happy thanks!!! Office 2003 Professional Plus Windows Live One Care (#330178549014)	Buyer: <a href="#">pupi333 ( 449 </a> ★ <a href="#"> )</a> US \$200.00	09-Nov-07 02:45 <a href="#">View Item</a>
+	Smooth Transaction... Great Seller... Excellent Ebayer ADOBE PHOTOSHOP CS3 BRAND NEW SEALED RETAIL VERSION (#330180634631)	Buyer: <a href="#">bid-by-web ( 196 </a> ★ <a href="#"> )</a> US \$350.00	07-Nov-07 06:31 <a href="#">View Item</a>
+	Smooth Transaction... Great Seller... Excellent Ebayer ADOBE PHOTOSHOP CS3 BRAND NEW RETAIL VERSION (#330179959024)	Buyer: <a href="#">bid-by-web ( 196 </a> ★ <a href="#"> )</a> US \$350.00	07-Nov-07 06:31 <a href="#">View Item</a>
+	Thank you @ Nice and quick Transaction Office 2003 Professional Plus Windows Live One Care (#330177885138)	Buyer: <a href="#">cto-3 ( 856 </a> ★ <a href="#"> )</a> US \$200.00	01-Nov-07 21:15 <a href="#">View Item</a>
+	Thank you @ Nice and quick Transaction Office 2003 Professional Plus Windows Live One Care (#330176944077)	Buyer: <a href="#">cto-3 ( 856 </a> ★ <a href="#"> )</a> US \$200.00	01-Nov-07 21:15 <a href="#">View Item</a>
+	fast shipping, product is as advertised, thanks Office 2003 Professional Plus Windows Live One Care (#330178549014)	Buyer: <a href="#">jsachse42 ( 3 </a> <a href="#"> )</a> US \$200.00	31-Oct-07 13:57 <a href="#">View Item</a>
+	++++Fast accurate transaction! Thanks! Office 2007 Professional Plus Windows Live One Care (#330177023280)	Buyer: <a href="#">sowulo ( 143 </a> ★ <a href="#"> )</a> US \$215.00	26-Oct-07 11:26 <a href="#">View Item</a>
 Detailed item information is not available for the following items because the Feedback is over 90 days old.			
+	Nice transaction -- (#330061248462)	Buyer: <a href="#">rfc-2321 ( 303 </a> ★ <a href="#"> )</a> --	05-Oct-07 15:04
+	++++ Ebayer. Thanks! -- (#330061255124)	Buyer: <a href="#">red1317 ( 282 </a> ★ <a href="#"> )</a> --	26-Sep-07 18:31
+	Perfect transaction and shipping!! -- (#330061048085)	Buyer: <a href="#">wiz.tilt.it ( 945 </a> ★ <a href="#"> )</a> --	25-Sep-07 17:46
+	Perfect transaction and shipping!! -- (#330108640775)	Buyer: <a href="#">wiz.tilt.it ( 945 </a> ★ <a href="#"> )</a> --	25-Sep-07 17:46

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**Word Mark**  
**Goods and Services**

**A**  
IC 041. US 100 101 107. G & S: Educational and training services, namely classroom training, online training, web-based training, and video training in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow; Educational services, namely, arranging professional workshops and training courses, conducting classes, seminars, conferences, and workshops in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow. FIRST USE: 19950000. FIRST USE IN COMMERCE: 19950000

**Mark Drawing Code**

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code**

26.11.01 - Rectangles as carriers or rectangles as single or multiple line borders

**Serial Number** 78542134

**Filing Date** January 4, 2005

**Current Filing Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** September 27, 2005

**Registration Number** 3032288

**Registration Date** December 20, 2005

**Owner** (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE Legal Department 345 Park Avenue San Jose CALIFORNIA 95110

**Attorney of Record** Daniel C. Poliak

**Prior Registrations** 1901149;1988710;2081343

**Description of Mark** The mark consists of a stylized letter A.  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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<b>Word Mark</b>	A
<b>Goods and Services</b>	IC 009. US 021 023 026 036 038. G & S: computer programs for use in creating, viewing, manipulating, distributing, printing, storing, transferring and retrieving computer-aided graphics, text documents, fonts, multimedia applications, digital movies, video images, audio recordings, animation and still images; computer hardware, namely, computer peripherals, printers, integrated circuits and facsimile machines, and manuals and instructional books sold as a unit therewith. FIRST USE: 19930315. FIRST USE IN COMMERCE: 19930315
<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Design Search Code</b>	26.11.21 - Rectangles that are completely or partially shaded
<b>Serial Number</b>	75128593
<b>Filing Date</b>	July 1, 1996
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	April 29, 1997
<b>Registration Number</b>	2081343
<b>Registration Date</b>	July 22, 1997
<b>Owner</b>	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 345 Park Avenue San Jose CALIFORNIA 95110  (LAST LISTED OWNER) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED

**Attorney of Record** Daniel C. Poliak  
**Prior Registrations** 1475793;1486895;1901149;1956216;AND OTHERS  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070713.  
**Renewal** 1ST RENEWAL 20070713  
**Live/Dead Indicator** LIVE

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<b>Word Mark</b>	A
<b>Goods and Services</b>	IC 042. US 100 101. G & S: computer software technical support services; computer software development and design for others; consulting services in the field of computer software; consulting services in the field of computer software development and design; providing on-line support services for computer software users; providing access to computer bulletin boards for the transfer and dissemination of a wide range of information. FIRST USE: 19930601. FIRST USE IN COMMERCE: 19930601
<b>Mark Drawing Code</b>	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
<b>Serial Number</b>	74731002
<b>Filing Date</b>	September 19, 1995
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	April 30, 1996
<b>Registration Number</b>	1988710
<b>Registration Date</b>	July 23, 1996
<b>Owner</b>	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 94039  (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Lynne E. Graybeal

**Prior Registrations** 1901149  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20060917.  
**Renewal** 1ST RENEWAL 20060917  
**Live/Dead Indicator** LIVE

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<b>Word Mark</b>	A ADOBE
<b>Goods and Services</b>	IC 009. US 021 026 038. G & S: computer programs for use in creating, viewing, manipulating, distributing, printing, storing, transferring and retrieving computer-aided graphics, text documents, fonts, multi-media applications, digital movies, video images, audio recordings, animation and still images; computer hardware; namely, computer peripherals, integrated circuits and facsimile machines. FIRST USE: 19930601. FIRST USE IN COMMERCE: 19930601
<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Design Search Code</b>	26.09.01 - Squares as carriers or squares as single or multiple line borders
<b>Serial Number</b>	74367971
<b>Filing Date</b>	March 15, 1993
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	October 19, 1993
<b>Registration Number</b>	1901149
<b>Registration Date</b>	June 20, 1995
<b>Owner</b>	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 940397900  (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE LEGAL DEPARTMENT 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED

**Attorney of Record** DANIEL C. POLIAK  
**Prior Registrations** 1475793;1486895;AND OTHERS  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20050506.  
**Renewal** 1ST RENEWAL 20050506  
**Live/Dead Indicator** LIVE

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# ADOBE

<b>Word Mark</b>	ADOBE
<b>Goods and Services</b>	IC 041. US 100 101 107. G & S: Educational and training services, namely classroom training, online training, web-based training, and video training in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow; Educational services, namely, arranging professional workshops and training courses, conducting classes, seminars, conferences, and workshops in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow. FIRST USE: 19950000. FIRST USE IN COMMERCE: 19950000
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	78538003
<b>Filing Date</b>	December 23, 2004
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	September 20, 2005
<b>Registration Number</b>	3029061
<b>Registration Date</b>	December 13, 2005
<b>Owner</b>	(REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110
<b>Attorney of Record</b>	Daniel C. Poliak

**Prior Registrations** 1475793;1479408;1482233;AND OTHERS  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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### Typed Drawing

<b>Word Mark</b>	ADOBE
<b>Goods and Services</b>	IC 042. US 100 101. G & S: computer software technical support services; computer software development and design for others; consulting services in the field of computer software; consulting services in the field of computer software development and design; providing on-line support services for computer software users; providing access to computer bulletin boards for the transfer and dissemination of a wide range of information. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	74731016
<b>Filing Date</b>	September 19, 1995
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	April 30, 1996
<b>Registration Number</b>	1988712
<b>Registration Date</b>	July 23, 1996
<b>Owner</b>	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 94039  (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	DANIEL C. POLIAK
<b>Prior Registrations</b>	1475793;1487549;AND OTHERS
<b>Type of Mark</b>	SERVICE MARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20060917.

**Renewal** 1ST RENEWAL 20060917  
**Live/Dead**  
**Indicator** LIVE

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### Typed Drawing

<b>Word Mark</b>	ADOBE
<b>Goods and Services</b>	IC 016. US 002 005 022 023 029 037 038 050. G & S: books and magazines relating to graphic design; books, magazines and manuals relating to the use of computers and computer software; and books and magazines for the computer hardware and software industries. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	74644579
<b>Filing Date</b>	March 10, 1995
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	November 21, 1995
<b>Registration Number</b>	1956216
<b>Registration Date</b>	February 13, 1996
<b>Owner</b>	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 345 PARK AVENUE SAN JOSE CALIFORNIA 95110  (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Prior Registrations</b>	1475793;1479408;1482233;1486895;1487549;AND OTHERS
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20050531.
<b>Renewal</b>	1ST RENEWAL 20050531
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### Typed Drawing

<b>Word Mark</b>	ADOBE
<b>Goods and Services</b>	IC 009. US 038. G & S: COMPUTER PROGRAMS. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	73668884
<b>Filing Date</b>	June 23, 1987
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	November 17, 1987
<b>Registration Number</b>	<b>1475793</b>
<b>Registration Date</b>	February 9, 1988
<b>Owner</b>	(REGISTRANT) ADOBE SYSTEMS INCORPORATED CORPORATION CALIFORNIA 345 Park Avenue Legal Department San Jose CALIFORNIA 95110  (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION DELAWARE 345 PARK AVENUE LEGAL DEPARTMENT SAN JOSE CALIFORNIA 95110
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Daniel C. Poliak
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080131.
<b>Renewal</b>	1ST RENEWAL 20080131
<b>Live/Dead Indicator</b>	LIVE

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**Typed Drawing**

<b>Word Mark</b>	ADOBE
<b>Goods and Services</b>	IC 016. US 038. G & S: MANUALS FOR COMPUTER SOFTWARE. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	73668891
<b>Filing Date</b>	June 23, 1987
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	February 9, 1988
<b>Registration Number</b>	1486895
<b>Registration Date</b>	May 3, 1988
<b>Owner</b>	(REGISTRANT) ADOBE SYSTEMS INCORPORATED CORPORATION CALIFORNIA 345 Park Avenue Legal Department San Jose CALIFORNIA 95110
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Daniel C. Poliak
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080412.
<b>Renewal</b>	1ST RENEWAL 20080412
<b>Live/Dead Indicator</b>	LIVE

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**Typed Drawing**

<b>Word Mark</b>	ADOBE PHOTOSHOP
<b>Goods and Services</b>	IC 009. US 038. G & S: computer programs for creating and manipulating graphic images on a computer. FIRST USE: 19900202. FIRST USE IN COMMERCE: 19900202
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	74038526
<b>Filing Date</b>	March 12, 1990
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	April 30, 1991
<b>Registration Number</b>	<b>1651380</b>
<b>Registration Date</b>	July 23, 1991
<b>Owner</b>	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA P.O. Box 7900 1585 Charleston Road Mountain View CALIFORNIA 940397900  (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	LYNNE GRAYBEAL
<b>Prior Registrations</b>	1482233;1486895;1487549;AND OTHERS
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20011006.
<b>Renewal</b>	1ST RENEWAL 20011006
<b>Live/Dead Indicator</b>	LIVE

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## CREATIVE SUITE

### Word Mark CREATIVE SUITE

**Goods and Services** IC 009. US 021 023 026 036 038. G & S: Computer software, namely, computer programs for use in desktop publishing, electronic publishing, digital publishing, web publishing, graphic design, illustration, animation, imaging, typesetting or printing; computer programs for page layout and design; computer programs for creating, editing, manipulating, viewing, managing, indexing, cataloging, sorting, organizing, storing, transferring, synchronizing, printing or exchanging digital photographs, digital or graphic images, data, text, audio, video, multimedia or interactive documents or recorded information; computer programs for artistic and technical drawing or illustration; computer programs for the creation, conversion, storage, annotation, manipulation, transfer, sharing or retrieval of electronic documents or forms; business software; computer programs for web authoring; computer software used for the development, content creation, maintenance, administration or management of web sites; computer software for project management, asset management, file management, collaborative workflow, file sharing or file transfer via computer networks, wireless networks or global communication networks in the fields of graphic design or publishing; computer software to search, preview and track changes in electronic documents or files; computer software for electronic data management and tracking, file browsing, electronic data sharing, digital rights management or collaborative workflow automation; computer programs for accessing or converting photographic, digital or graphic images, data or text documents, audio, video or multimedia works, or recorded information to various file formats; computer software for creating, processing, exchanging or managing metadata, or machine-readable labels about information or content, in electronic files, databases and digital assets. computer software for accessing via a global computer network, searching, downloading, transferring or storing digital photographs, digital or graphic images, data, text, audio, video, multimedia or interactive documents or works, text documents or recorded information to computer media; printed instructional books and user manuals sold as a unit therewith; electronic publications, namely, user manuals and instructional books featuring information in the fields of computer software, desktop publishing, digital publishing, electronic publishing, printing, graphic design, digital imaging, digital photography and video, recorded on computer media. FIRST USE: 20031027. FIRST USE IN COMMERCE: 20031027

### Standard Characters Claimed

**Mark Drawing Code** (4) STANDARD CHARACTER MARK



**Serial Number** 78527929  
**Filing Date** December 6, 2004  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** April 11, 2006  
**Registration Number** 3111341  
**Registration Date** July 4, 2006  
**Owner** (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110  
**Attorney of Record** Daniel C. Poliak  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE SUITE APART FROM THE MARK AS SHOWN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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## Photoshop

**Word Mark** PHOTOSHOP  
**Goods and Services** IC 009. US 021 023 026 036 038. G & S: computer software for creating, viewing, manipulating, editing, managing, indexing, cataloguing, sorting, organizing, storing, transferring, synchronizing, printing, and exchanging digital photographs, digital and graphic images, data, text, audio, video, multimedia and interactive documents and works, text documents, and recorded information; computer software for transferring digital photographs, digital and graphic images, data, text, audio, video, multimedia and interactive documents and works, text documents, and recorded information to CD-ROM discs and digital video discs; computer software for transferring digital photographs, digital and graphic images, data, text, audio, video, multimedia and interactive documents and works, text documents, and recorded information for use over computer networks, wireless networks and global communication networks; computer programs and computer tutorial software for creating greeting cards, calendars, books, documents, automated PDF slide shows, and web photo galleries and albums; file management software for opening and converting photographic, digital, and graphic images, data, text, documents, audio, video, multimedia works, and recorded information to various file formats; and users' manuals and instructional books sold as a unit therewith. FIRST USE: 19900202. FIRST USE IN COMMERCE: 19900202

**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 78339712  
**Filing Date** December 11, 2003  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** November 2, 2004  
**Registration Number** 2920764

**Registration Date** January 25, 2005  
**Owner** (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110  
**Attorney of Record** Daniel C. Poliak  
**Prior Registrations** 1651380;1850242  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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### Typed Drawing

<b>Word Mark</b>	PHOTOSHOP
<b>Goods and Services</b>	IC 009. US 038. G & S: computer programs for creating and manipulating graphic images on a computer and manuals for use therewith, sold as a unit. FIRST USE: 19900202. FIRST USE IN COMMERCE: 19900202
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	74322950
<b>Filing Date</b>	October 16, 1992
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	May 25, 1993
<b>Registration Number</b>	<b>1850242</b>
<b>Registration Date</b>	August 16, 1994
<b>Owner</b>	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 940397900  (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVE SAN JOSE CALIFORNIA 95110
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	DANIEL C. POLIAK
<b>Prior Registrations</b>	1641245;1642058;1642647;1651380;AND OTHERS
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20040113.
<b>Renewal</b>	1ST RENEWAL 20040113
<b>Live/Dead Indicator</b>	LIVE

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Telephone: (818) 500-3200  
5 Facsimile: (818) 500-3201

6 Attorneys for Plaintiff  
Adobe Systems Incorporated  
7

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

10 Adobe Systems Incorporated,	)	Case No. CV08-698 MMC
11	)	
12 Plaintiff,	)	[PROPOSED] JUDGMENT PURSUANT
13 v.	)	TO ENTRY OF DEFAULT
14	)	
15 Corey C. Ressler, Paul A. Ressler and Does 2 –	)	Court: Hon. Maxine M. Chesney
10, inclusive,	)	Date: August 8, 2008
16	)	Time: 9:00 a.m.
17 Defendants.	)	

18 This cause having come before this Court on the motion of Plaintiff Adobe Systems  
19 Incorporated (“Adobe” or “Plaintiff”) for entry of default judgment and permanent injunction against  
20 Defendants Corey C. Ressler and Paul A. Ressler (collectively “Defendants”);

21 AND, the Court having read and considered the pleadings, declarations and exhibits on file in  
22 this matter and having reviewed such evidence as was presented in support of Plaintiff’s Motion;

23 AND, GOOD CAUSE APPEARING THEREFORE, the Court finds the following facts:

24 Plaintiff is the owner of all rights in and to certain copyright registrations including but not  
25 limited to, the copyrights which are the subject of the registrations listed in Exhibit A (“Plaintiff’s  
26 Copyrights”);

27 Plaintiff has complied in all respects with the laws governing copyrights and secured the  
28 exclusive rights and privileges in and to Plaintiff’s Copyrights;

The appearance and other qualities of Plaintiff’s Copyrights are distinctive and original;

Plaintiff is the owner of all rights in and to certain trademark registrations listed in Exhibit B, including, but not limited to, the trademarks which are listed below (collectively “Plaintiff’s Trademarks”):

<b>Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996
ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988
ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

Plaintiff has complied in all respects with the laws governing trademarks and secured the exclusive rights and privileges in and to Plaintiff’s Trademarks;

Defendants engage in the unauthorized business of importing, distributing, promoting, selling and/or offering for sale unauthorized counterfeit merchandise featuring Plaintiff’s Copyrights and Trademarks (“Counterfeit Product”).

Defendants’ importing, advertising, displaying, promoting, marketing, distributing, providing, offering for sale and selling of the Counterfeit Product was engaged in willfully and intentionally, without leave or license from Plaintiff, in violation of Plaintiff’s rights in and to Plaintiff’s Copyrights and Trademarks. The devices, emblems, and artwork on the Counterfeit



1 Product are not just “confusingly similar” to Plaintiff’s Copyrights and Trademarks, they are almost  
2 identical.

3 Plaintiff has instituted this action for an entirely proper and appropriate purpose, solely to  
4 vindicate and enforce compliance with its rights which have been knowingly and willfully infringed  
5 by Defendants and to recover for infringement of such rights. Plaintiff’s action was not brought  
6 frivolously. In contrast, Defendants’ infringing conduct, is a clear and unmistakable violation of  
7 Plaintiff’s rights. Defendants’ conduct has been patently unreasonable and egregious, violating  
8 Plaintiff’s rights by appropriating and featuring Plaintiff’s Copyrights and Trademarks on counterfeit  
9 product, when Defendants intended, or knew or should have known, that such infringing activity  
10 would likely injure Plaintiff’s name and reputation, requiring Plaintiff to institute and prosecute this  
11 action, and incur fees and costs in so doing, in order to attempt to obtain Defendants’ recognition and  
12 compliance with Plaintiff’s rights.

13 The liability of the Defendants in the above-referenced action for their acts in violation of  
14 Plaintiff’s rights is knowing and willful, and as such the Court expressly finds that there is no just  
15 reason for delay in entering the default judgment and permanent injunction sought herein.

16 Therefore, based upon the foregoing facts, and

17 GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this Judgment  
18 shall be and is hereby entered in the within action as follows:

19 1) This Court has jurisdiction over the parties to this action and over the subject matter hereof  
20 pursuant to 15 U.S.C. § 1051 *et seq.*, 28 U.S.C. §§ 1331 and 1338, and 28 U.S.C. § 1367. Service of  
21 process was properly made on the Defendants.

22 2) Defendants have distributed, sold, and offered for sale counterfeit merchandise which  
23 infringes upon Plaintiff’s Copyrights and Trademarks.

24 3) The Defendants and their agents, servants, employees and all persons in active concert and  
25 participation with them who receive actual notice of the injunction are hereby restrained and  
26 enjoined from:  
27  
28

1 a) Infringing Plaintiff's Copyrights and Trademarks, either directly or contributorily, in  
2 any manner, including generally, but not limited to manufacturing, importing, distributing,  
3 advertising, selling and/or offering for sale any merchandise which features any of Plaintiff's  
4 Copyrights and Trademarks, and, specifically:

5 i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale the  
6 Counterfeit Product or any other unauthorized products which picture, reproduce, copy or use  
7 the likenesses of or bear a substantial similarity to any of Plaintiff's Copyrights and  
8 Trademarks;

9 b) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in  
10 connection thereto any unauthorized promotional materials, labels, packaging or containers  
11 which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any  
12 of Plaintiff's Copyrights and Trademarks;

13 c) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,  
14 mislead or deceive purchasers, the Defendants' customers and/or members of the public to  
15 believe, the actions of Defendants, the products sold by Defendants, or the Defendants  
16 themselves are connected with Plaintiff, are sponsored, approved or licensed by Plaintiff, or  
17 are affiliated with Plaintiff;

18 d) Affixing, applying, annexing or using in connection with the importation,  
19 manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or  
20 services, a false description or representation, including words or other symbols, tending to  
21 falsely describe or represent such goods as being those of Plaintiff.

22 4) Defendants are ordered to deliver for destruction all Counterfeit Product, and any other  
23 unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial  
24 similarity to any of Plaintiff's Copyrights and Trademarks and any labels, signs, prints, packages,  
25 dyes, wrappers, receptacles and advertisements relating thereto in their possession or under their  
26 control bearing any of Plaintiff's Copyrights and Trademarks or any simulation, reproduction,  
27  
28

1 counterfeit, copy or colorable imitations thereof, and all plates, molds, heat transfers, screens,  
2 matrices and other means of making the same.

3 5) Defendants are ordered to pay damages to Plaintiff pursuant to 15 U.S.C. § 1117 in the sum  
4 of Two Hundred Fifty Thousand Dollars (\$250,000.00).

5 6) Defendants are ordered to pay interest on the principal amount of the judgment to Plaintiff at  
6 the statutory rate pursuant to 28 U.S.C. §1961(a).

7 7) This Judgment shall be deemed to have been served upon Defendants at the time of its  
8 execution by the Court.

9 8) The Court finds there is no just reason for delay in entering this Judgment and, pursuant to  
10 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this  
11 Judgment against Defendants.

12 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to  
13 enter such further orders as may be necessary or appropriate to implement and enforce the provisions  
14 of this Judgment.

15  
16 DATED:

\_\_\_\_\_  
17 Hon. Maxine M. Chesney  
18 Judge, United States District Court for the  
Northern District of California

19 PRESENTED BY:  
20 J. Andrew Coombs,  
A Professional Corporation

21 By: /s/ Annie S. Wang  
22 J. Andrew Coombs  
Annie S. Wang  
23 Attorneys for Plaintiff Adobe Systems  
Incorporated  
24  
25  
26  
27  
28

**EXHIBIT A**  
**Copyright Registrations**

<b>Title of Work</b>	<b>Copyright Registration No.</b>
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827

1	Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
	Adobe Acrobat 8 Standard for Windows.	TX0006390828
2	Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
	Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
3	Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
	Adobe Acrobat Capture 3.0 source code.	TX0005199559
4	Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
	Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
5	Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
	Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
6	Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
	Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
7	Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
8	Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
	Adobe Acrobat Elements 6.0 for Windows.	TX0005780821
9	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
	Adobe Acrobat Fill in 4.0.	TX0004241942
10	Adobe Acrobat Inroduction 1.0.	TX0005200942
	Adobe Acrobat Inroduction 1.0.	TX0005200942
11	Adobe Acrobat Messenger 1.0.	TX0005241268
	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
12	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
13	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
14	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
15	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
16	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
17	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
18	Adobe ActiveShare 1.0.	TX0005086423
	Adobe ActiveShare 1.5 for Windows.	TX0005267528
19	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
20	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
21	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
22	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
	Adobe After Effects 3.0 for Macintosh.	TX0004643401
23	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.	TX0005546626
24	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
	Adobe After Effects 6.5 for Macintosh.	TX0005934788
25	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335
26		
27		
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1	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
2	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
3	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
4	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
5	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
6	Adobe After Effects Version 6.5 for Windows.	TX0005934787
7	Adobe AlterCast 1.5 for Solaris.	TX0005520581
8	Adobe AlterCast 1.5 for Windows.	TX0005520583
9	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
10	Adobe Atmosphere 1.0 for Windows.	TX0005780857
11	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
12	Adobe Audition 1.0 for Windows.	TX0005777207
13	Adobe Audition 1.5 for Windows.	TX0005932189
14	Adobe Audition 2.0 for Windows.	TX0006277359
15	Adobe Audition 3.0 for Windows.	TX0006816095
16	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309
17	Adobe Captivate 2 for Windows.	TX0006390833
18	Adobe Carlson Regular.	TX0003374876
19	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
20	Adobe Caslon Alternate Bold.	TX0003501547
21	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
22	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
23	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
24	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
25	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
26	Adobe Creative Suite for Macintosh.	TX0005844481
27	Adobe Creative Suite for Windows.	TX0005844480
28	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
	Adobe Exchange 2.0 for Windows.	TX0003961129
	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
	Adobe Fireworks CS3 for Windows and Macintosh.	TX0006531654
	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
	Adobe Flash Media Encoder 1.0.	TX0006526716
	Adobe Flash Media Encoder 1.0.	TX0006526716
	Adobe Flash Player 9 for Linux.	TX0006476523
	Adobe Flash Player 9 for Linux.	TX0006476523
	Adobe Flash Player 9 for Solaris.	TX0006457897
	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
	Adobe Illustrator 10 for Macintosh.	TX0005446858
	Adobe Illustrator 10 for Windows.	TX0005446857
	Adobe Illustrator 3.0.	TX0003000202
	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
	Adobe Illustrator CS for Macintosh.	TX0005780817
	Adobe Illustrator CS for Windows.	TX0005780806
	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603



1	Adobe Illustrator.	TX0003380406
2	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
3	Adobe PageMaker 6.5 Macintosh.	TX0004524555
4	Adobe PageMaker 7.0 for Macintosh.	TX0005409447
5	Adobe PageMaker 7.0 for Windows.	TX0005409446
6	Adobe Pagemaker Plug-in Pack for MacIntosh.	TX0005847834
7	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
8	Adobe Photoshop : 5.5.	TX0005213806
9	Adobe Photoshop 6.0.	TX0005196369
10	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
11	Adobe Photoshop 7.0 for Windows.	TX0005562148
12	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
13	Adobe Photoshop CS for Macintosh.	TX0005780846
14	Adobe Photoshop CS for Windows.	TX0005780847
15	Adobe Photoshop CS2 for Macintosh.	TX0006131272
16	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
17	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
18	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
19	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
20	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
21	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
22	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
23	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
24	Adobe Photoshop Macintosh.	TX0003551958
25	Adobe Photoshop Version 3.0 Mac.	TX0003971820
26	Adobe Photoshop Version 3.0 Windows.	TX0003616850
27	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
28	Adobe Photoshop Windows.	TX0003596143
	Adobe Photoshop.	TX0004068613
	Adobe Photoshop.	TX0003120306
	Adobe Photoshop.	TX0002897138
	Adobetyp Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
	Adope PhotoDeluxe, V1.0.	TX0004809739
	Adope Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
	Authorware 7.0	TX0005800627
	Contribute 4 (Mac)	TX0006471404
	Designer 6.0 (Win)	TX0005932242
	Encore DVD 2.0	TX0006277348
	Font Folio 9.0 (Mac)	TX0005401449
	Font Folio Open Type	TX0005845931
	Form Manager 6.0	TX0006042527
	Framemaker 7.0 (Mac)	TX0005596921
	Framemaker 7.0 (Win)	TX0005596919
	FreeHand MX (Mac)	TX0005746988
	GoLive CS2 (Mac)	TX0006131268
	GoLive CS2 (Win)	TX0006131269
	Illustrator CS2 (Mac)	TX0006131282
	Illustrator CS2 (Win)	TX0006131283
	InCopy CS (Mac)	TX0005780859



1	InCopy CS (Win)	TX0005780858
2	InDesign CS2 (Mac)	TX0006139165
3	Macintosh Distiller.	TX0003893508
4	Macintosh PDF Writer.	TX0003893509
5	Macintosh Reader.	TX0003893511
6	Macromedia ColdFusion MX 7	TX0006201577
7	Macromedia Dreamweaver MX 2004	TX0005852659
8	Macromedia Fireworks MX 2004	TX0005839595
9	Macromedia Flash Lite 2.0	TX0006288632
10	Macromedia Flash Media Server 2	TX0006335779
11	Macromedia Flash MX 2004 Pro	TX0005852657
12	Macromedia RoboHelp HTML X5	TX0005944534
13	Macromedia RoboHelp X5	TX0005944535
14	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
15	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
16	PhotoDeluxe 2.0 (Mac)	TX0004771678
17	PhotoDeluxe 2.0 (Win)	TX0004617316
18	Photoshop CS2 (Win)	TX0006131279
19	Photoshop Elements 5.0	TX0006389641
20	Premiere 7.0	TX0005777909
21	Premiere Elements 3.0	TX0006389647
22	Premiere Pro 1.5	TX0005931988
23	Premiere Pro 2.0	TX0006275628
24	Production Studio 1.0	TX0006277349
25	Shockwave for Director 5.0.	TX0004700912
26	Windows PDF Writer.	TX0003893507

**EXHIBIT B**  
**Trademark Registrations**

<b>Registration No.:</b>	<b>Title of Work:</b>	<b>Rights Owner:</b>
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDTRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated

1	1482233	ADOBE SYSTEMS	Adobe Systems Incorporated
2		INCORPORATED	
3	1486895	ADOBE	Adobe Systems Incorporated
4	1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
5	1383131	POSTSCRIPT	Adobe Systems Incorporated
6	1463458	POSTSCRIPT	Adobe Systems Incorporated
7	2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
8	2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
9	2852245	FLASH	Adobe Systems Incorporated
10	2855434	FLASH	Adobe Systems Incorporated
11	2060488	ILLUSTRATOR	Adobe Systems Incorporated
12	2068523	ACROBAT	Adobe Systems Incorporated
13	1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
14	1901566	SHOCKWAVE	Adobe Systems Incorporated
15	2294926	DREAMWEAVER	Adobe Systems Incorporated
16	2091087	PAGEMAKER	Adobe Systems Incorporated

**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On July 1, 2008, I served on the interested parties in this action with the:

[PROPOSED] ORDER

[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT

NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT;  
DECLARATIONS AND EXHIBITS IN SUPPORT

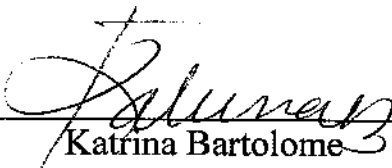
for the following civil action:

Adobe Systems Incorporated v. Corey C. Ressler, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Corey C. Ressler 1540 Kuser Rd., #A-2 Hamilton, New Jersey 08619	Paul Ressler 1540 Kuser Rd., #A-2 Hamilton, New Jersey 08619
--	--

Place of Mailing: Glendale, California  
Executed on July 1, 2008, at Glendale, California

  
Katrina Bartolome

1 J. Andrew Coombs (SBN 123881)  
andy@coombspc.com  
2 Annie S. Wang (SBN 243027)  
annie@coombspc.com  
3 J. Andrew Coombs, A P.C.  
517 East Wilson Avenue, Suite 202  
4 Glendale, California 91206  
Telephone: (818) 500-3200  
5 Facsimile: (818) 500-3201

6 Attorneys for Plaintiff  
Adobe Systems Incorporated  
7  
8  
9

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

12 Adobe Systems Incorporated,

13 Plaintiff,

14 v.

15 Corey C. Ressler, Paul A. Ressler and Does 2 –  
10, inclusive,

16 Defendants.

)  
) Case No. CV08-698 MMC  
)  
) [PROPOSED] ORDER  
)  
) Court: Hon. Maxine M. Chesney  
) Date: August 8, 2008  
) Time: 9:00 a.m.  
)  
)  
)

17 WHEREAS Plaintiff Adobe Systems Incorporated (“Adobe” or “Plaintiff”) filed its Notice  
18 and Motion For Entry of Default Judgment (“Motion”), seeking entry of default judgment, including  
19 a permanent injunction against Defendants Corey C. Ressler and Paul A. Ressler (collectively  
20 “Defendants”);

21 WHEREAS Plaintiff, having served a copy of its Motion and Proposed Judgment on July 1,  
22 2008;

23 WHEREAS Defendants did not oppose Plaintiff’s Motion; and  
24  
25  
26  
27  
28

1           The Court, having read and considered the pleadings, declarations and exhibits on file in this  
2 matter and having reviewed such evidence as was presented in support of Plaintiff's Motion, hereby  
3 grants Plaintiff's Motion and orders entry of the Judgment Pursuant to Entry of Default.  
4

5 IT IS SO ORDERED:

6  
7 DATED:

\_\_\_\_\_  
Hon. Maxine M. Chesney  
Judge, United States District Court for the  
Northern District of California

9 PRESENTED BY:

10 J. Andrew Coombs,  
11 A Professional Corporation

12 By: /s/ Annie S. Wang  
13 J. Andrew Coombs  
14 Annie S. Wang  
Attorneys for Plaintiff Adobe Systems  
Incorporated

**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On July 1, 2008, I served on the interested parties in this action with the:

[PROPOSED] ORDER

[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT

NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT;  
DECLARATIONS AND EXHIBITS IN SUPPORT

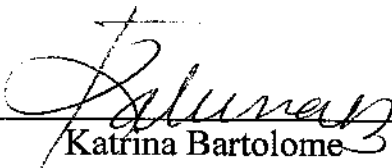
for the following civil action:

Adobe Systems Incorporated v. Corey C. Ressler, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Corey C. Ressler 1540 Kuser Rd., #A-2 Hamilton, New Jersey 08619	Paul Ressler 1540 Kuser Rd., #A-2 Hamilton, New Jersey 08619
--	--

Place of Mailing: Glendale, California  
Executed on July 1, 2008, at Glendale, California

  
Katrina Bartolome